

SFUND RECORDS CTR  
2298673

MENN, VAN KUIK & WALKER, INC.  
*Insurance Brokers*

915 WILSHIRE BOULEVARD, SUITE 1770 • LOS ANGELES, CALIFORNIA 90017 • TEL. (213) 483-0152

September 19, 2013

Mr. Keith Olinger, Enforcement Officer  
U. S. Environmental Protection Agency, Region IX  
Superfund Division, SFD-7-5  
75 Hawthorne Street  
San Francisco, CA 94105

RE: 104(e) Request for Information – Omega Chemical Corp. Superfund Site  
Facility Property: 111862 Burke Street, Santa Fe Springs, CA  
Insured: Claudette A. Earl

Dear Keith:

The following are responses to your question relating to the insurance placements through our Agency for the above-listed insured and property.

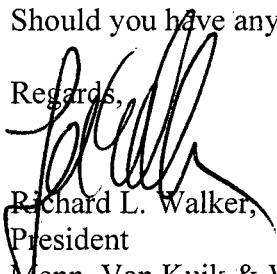
- #1) Richard Lee Walker, Jr.  
915 Wilshire Blvd., #1770  
Los Angeles, CA 90017  
(213) 483-0152  
President  
Employed since 1/1/1978
- #2) A-D - See attached Schedule of Policies
- #2) E - See attached correspondence for claim submitted for pollution loss to insurance company
- #2) F Richard Lee Walker, Jr., President  
Arleta Houston, Account Executive
- #3) Attached are policies issued from 3/1/01 to present. Please note that all policies were covered under the Commercial Building Owners Policy (Form DH 20-02 (07-99) )
- #4) There are no other policies that we are aware of for Claudette A. Earl and the property at 11862 Burke Street, Santa Fe Springs, CA.

Mr. Keith Olinger  
September 19, 2013  
Page 2 of 2

#5) We have no other evidence of insurance issued to Claudette A. Earl.

Should you have any questions, please don't hesitate to call.

Regards,



Richard L. Walker,  
President  
Menn, Van Kuik & Walker, Inc.

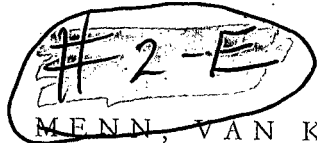
#2A-D

Claudette A. Earl  
Schedule of Policies 3/1/01-9/25/14

Name/Address of Insurer	Name/Address of Insured	Policy Type	Policy Term & Number	Liability Limits
#1) Greenwich Ins. Co. C/o Deans & Homer 340 Pine Street San Francisco, Ca. 94104	Claudette A. Earl PRVY-Controlled/Privacy PRVY-Controlled/Privacy	Property & Liability	3/1/01- 6/1/2001 #2439573	\$1M per occ/ \$3M agg.
			(Cancelled 5/1/01; coverage transferred to policy#2420104)	
#2) Greenwich Ins. Co. C/o Deans & Homer 340 Pine Street San Francisco, Ca. 94104	Claudette A. Earl PRVY-Controlled/Privacy PRVY-Controlled/Privacy	Property & Liability	9/25/00-01 #2420104	\$1M per occ/ \$3M agg.
			(Location added to policy effective 5/1/01)	
#3) Greenwich Ins. Co. (See Above)	Claudette A. Earl (See Above)	Property & Liability	9/25/01-02 #2420104	\$1M per occ/ \$3M agg.
#4) Greenwich Ins. Co. (See Above)	Claudette A. Earl (See Above)	Property & Liability	9/25/02-03 #2420104	\$1M per occ/ \$3M agg.
#5) Greenwich Ins. Co. (See Above)	Claudette A. Earl (See Above)	Property & Liability	9/25/03-4 #2420104	\$1M per occ/ \$3M agg.
#6) QBE Insurance Corp. C/o Deans & Homer 340 Pine Street San Francisco, Ca. 94104	Claudette A. Earl PRVY-Controlled/Privacy PRVY-Controlled/Privacy	Property & Liability	9/25/04-05 #2608456	\$1M per occ/ \$3M agg.
#7) QBE Insurance Corp. (See Above)	Claudette A. Earl (See Above)	Property & Liability	9/25/05-06 #2608456	\$1M per occ/ \$3M agg.
#8) QBE Insurance Corp. (See Above)	Claudette A. Earl (See Above)	Property & Liability	9/25/06-07 #2608456	\$1M per occ/ \$3M agg.
#9) QBE Insurance Corp. (See Above)	Claudette A. Earl (See Above)	Property & Liability	9/25/07-08 #2608456	\$1M per occ/ \$3M agg.
#10) QBE Insurance Corp. (See Above)	Claudette A. Earl (See Above)	Property & Liability	9/25/08-09 #2608456	\$1M per occ/ \$3M agg.
#11) QBE Insurance Corp. (See Above)	Claudette A. Earl (See Above)	Property & Liability	9/25/09-10 #2608456	\$1M per occ/ \$3M agg.
#12) QBE Insurance Corp. (See Above)	Claudette A. Earl (See Above)	Property & Liability	9/25/10-11 #2608456	\$1M per occ/ \$3M agg.

Claudette A. Earl  
Schedule of Policies 3/1/01-9/25/14

Name/Address of Insurer	Name/Address of Insured	Policy Type	Policy Term & Number	Liability Limits
#13) QBE Insurance Corp.	Claudette A. Earl	Property &	9/25/11-12	\$1M per occ/
(See Above)	(See Above)	Liability	#2608456	\$3M agg.
#14) QBE Insurance Corp.	Claudette A. Earl	Property &	9/25/12-13	\$1M per occ/
(See Above)	(See Above)	Liability	#2608456	\$3M agg.
#15) QBE Insurance Corp.	Claudette A. Earl	Property &	9/25/13-14	\$1M per occ/
(See Above)	(See Above)	Liability	#2608456	\$3M agg.



MENN, VAN KUIK & WALKER, INC.

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FACSIMILE TRANSMITTAL SHEET

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<b>TO:</b> Paula J. Tate	<b>From:</b> Veva Villasenor, Claim Dept.
<b>FAX NUMBER:</b> 818-996-0443	<b>Date:</b> April 28, 2010
<b>COMPANY:</b> Deans & Homer	<b>Total No. of Pages Including Cover:</b> Three
<b>PHONE NUMBER:</b> 818-996-5282	<b>Carrier:</b> QBE Ins Corp
<b>INSURED:</b> Claudette A. Earl	<b>Policy #:</b> 2608456

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☐ URGENT    ☐ FOR REVIEW    ☐ PLEASE COMMENT    ☐ PLEASE REPLY    ☐ PLEASE RECYCLE

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**NOTES/COMMENTS:**

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Paula,

Here is a new GL Notice of Occurrence/Claim.

Insured is attempting to reconstruct her insurance history from 1988 to current.

Is my understanding that the EPA contacted insured in 1999 and again in 2000.

Claudette enlisted the services of Ami Adini & Associates, Inc., (Los Angeles/CA based specialists in environmental consulting) for direction.

Call or drop me a note at [veva@mvkw.com](mailto:veva@mvkw.com) if there's any question.

Thank you,



## GENERAL LIABILITY NOTICE OF OCCURRENCE / CLAIM

DATE(MM/DD/YYYY)  
4/28/2010

## AGENCY

MENN VAN KUIK & WALKER INC.  
915 Wilshire Blvd Suite 1770  
Los Angeles, CA 90017

INSURED LOCATION CODE

DATE OF LOSS AND TIME

TBD

AM

PM

CARRIER

QBE Ins Corp

NAIC CODE

POLICY NUMBER

2608456

## CONTACT

NAME:  
PHONE (A/C, No, Ext): (213) 483-0152

FAX (A/C, No): (213) 483-5338

E-MAIL  
ADDRESS:

CODE:

SUBCODE:

AGENCY CUSTOMER ID:

## INSURED

NAME OF INSURED (First, Middle, Last)

Claudette A. Earl

DATE OF BIRTH

FEIN (if applicable)

INSURED'S MAILING ADDRESS

PRVY-Controlled/Privacy

PRIMARY  
PHONE #☐ HOME ☐ BUS ☐ CELLSECONDARY  
PHONE #☐ HOME ☐ BUS ☐ CELL

PRIMARY E-MAIL ADDRESS:

PRVY-Controlled/Privacy

SECONDARY E-MAIL ADDRESS:

## CONTACT

CONTACT INSURED

NAME OF CONTACT (First, Middle, Last)

CONTACT'S MAILING ADDRESS

PRIMARY  
PHONE #☐ HOME ☐ BUS ☐ CELLSECONDARY  
PHONE #☐ HOME ☐ BUS ☐ CELL

PRIMARY E-MAIL ADDRESS:

WHEN TO CONTACT

SECONDARY E-MAIL ADDRESS:

## OCCURRENCE

LOCATION OF OCCURRENCE 11862 Burke St

POLICE OR FIRE DEPARTMENT CONTACTED

STREET:

CITY, STATE, ZIP: Santa Fe Springs, CA 90670

REPORT NUMBER

COUNTRY:

DESCRIBE LOCATION OF OCCURRENCE IF NOT AT SPECIFIC STREET ADDRESS:

DESCRIPTION OF OCCURRENCE (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Pollution condition. Contact insured for correspondence from EPA.

## TYPE OF LIABILITY

PREMISES: INSURED IS

OWNER

TENANT

TYPE OF PREMISES

OWNER'S NAME &amp; ADDRESS (if not insured)

PRIMARY  
PHONE #☐ HOME ☐ BUS ☐ CELLSECONDARY  
PHONE #☐ HOME ☐ BUS ☐ CELL

PRIMARY E-MAIL ADDRESS:

SECONDARY E-MAIL ADDRESS:

PRODUCTS: INSURED IS

MANUFACTURER

VENDOR

TYPE OF PRODUCT

MANUFACTURER'S NAME &amp; ADDRESS (if not insured)

PRIMARY  
PHONE #☐ HOME ☐ BUS ☐ CELLSECONDARY  
PHONE #☐ HOME ☐ BUS ☐ CELL

PRIMARY E-MAIL ADDRESS:

SECONDARY E-MAIL ADDRESS:

WHERE CAN PRODUCT BE SEEN?

340 Pine Street  
San Francisco  
California 94104  
Tel 415.421.8332  
Fax 415.989.7801

September 3, 2010

Claudette A. Earl

PRVY-Controlled/Privacy

Re: Pollution Claim – 11862 Burke Street, Santa Fe Springs

Company: Greenwich Insurance Company  
Reference: 2420104-00001  
Insured: Claudette A. Earl

*San Francisco*

*Brea*

*Encino*

*Fresno*

*Lafayette*

*Lake Oswego, OR*

*Pasadena*

*Phoenix, AZ*

*Reno, NV*

*Roseville*

*San Diego*

Dear Ms. Earl:

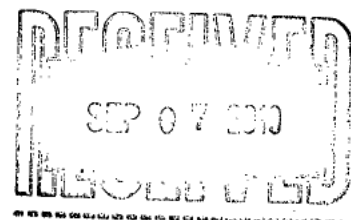
As you know, Deans and Homer is the insurance managing underwriter for Greenwich Insurance Company. I last wrote to you on June 6, 2010. In that letter I explained to you why your Greenwich policy could not respond to the environmental corrective actions that were filed against you by the EPA and LARWQCB. For your convenience I have included the letter.

To date, I have not received a response from you. I am assuming that you agree with my coverage analysis. Accordingly, I must formally deny your claim. Please understand that if you disagree with my position I would be more than happy to discuss it with you.

I am required to inform you that if you believe your claim has been improperly denied you are entitled to the assistance of the California Department of Insurance. The Department can be reached at:

Claims Service Bureau  
300 South Spring Street  
11th Floor  
Los Angeles, California 90013  
(800) 927-4357  
<http://www.insurance.ca.gov>

Please feel free to contact me with any questions.



Sincerely,

Deans & Homer  
Insurance Managing Underwriters for  
Greenwich Insurance Company

A handwritten signature in black ink, appearing to read "P. M. O'Hare", written in a cursive style.

Peter M. O'Hare

Cc:

Attn: Veva Villasenor  
Menn, Van Kuik & Walker, Inc.  
915 Wilshire Blvd  
Suite 1770  
Los Angeles, Ca 90017

Dinesh Rao  
Sr. Environmental Engineer  
Ami Adini & Associates  
4609 Russell Avenue  
Los Angeles, CA 90027



# CLAIM SUMMARY

Date: 04/28/2010

Insured: Claudette A. Earl

Number: (909) 986-0532

Date of Loss: 1999

Reported by: Phone / Sent In / FAXED:

Faxed to Paula J. Tate @ Deans & Homer  
(818) 996-0443

Reported to: QBE Insurance Crop. (Deans & Homer) Number: (818) 996-5282

Adjuster:

Number: \_\_\_\_\_

Fax: \_\_\_\_\_

Email \_\_\_\_\_

Annie forwarded claim to home office; they will process and respond to insured.

Claimant: \_\_\_\_\_

Claim #: 2420104-00001

Type of Loss : General Liability

Underwriter : Arleta Houston

Closed : 09/03/2010 Paid: \$ 0

EARL, Claudette A.



## GENERAL LIABILITY NOTICE OF OCCURRENCE / CLAIM

DATE(MM/DD/YYYY)

4/28/2010

AGENCY <b>MENN VAN KUIK &amp; WALKER INC.</b> 915 Wilshire Blvd Suite 1770 Los Angeles, CA 90017		INSURED LOCATION CODE	DATE OF LOSS AND TIME TBD	AM PM
CONTACT NAME: PHONE (A/C, No, Ext): (213) 483-0152 FAX (A/C, No): (213) 483-5338 E-MAIL ADDRESS: CODE: SUBCODE:		CARRIER <b>QBE Ins Corp</b>	NAIC CODE	
AGENCY CUSTOMER ID:		POLICY NUMBER <b>2608456</b>		

INSURED NAME OF INSURED (First, Middle, Last) <b>Claudette A. Earl</b>		INSURED'S MAILING ADDRESS <b>PRVY-Controlled/Privacy</b>	
DATE OF BIRTH	FEIN (if applicable)		
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL <b>PRVY-Controlled/Privacy</b>	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY E-MAIL ADDRESS: SECONDARY E-MAIL ADDRESS:	
CONTACT NAME OF CONTACT (First, Middle, Last)		CONTACT'S MAILING ADDRESS	
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY E-MAIL ADDRESS: SECONDARY E-MAIL ADDRESS:	
CONTACT INSURED			

OCCURRENCE LOCATION OF OCCURRENCE STREET: <b>11862 Burke St</b> CITY, STATE, ZIP: <b>Santa Fe Springs, CA 90670</b> COUNTRY:		POLICE OR FIRE DEPARTMENT CONTACTED REPORT NUMBER
DESCRIBE LOCATION OF OCCURRENCE IF NOT AT SPECIFIC STREET ADDRESS:		
DESCRIPTION OF OCCURRENCE (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  <b>Pollution condition. Contact insured for correspondence from EPA.</b>  <b>(Claudette enlisted the services of Ami Adini &amp; Associates, Inc a Los Angeles/ California based specialists in environmental consulting)</b>  <b>Mr. Dinish Rao is the consultant.</b>		

TYPE OF LIABILITY PREMISES: INSURED IS OWNER'S NAME & ADDRESS (if not insured)		TYPE OF PREMISES PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL PRIMARY E-MAIL ADDRESS: SECONDARY E-MAIL ADDRESS:	
PRODUCTS: INSURED IS MANUFACTURER'S NAME & ADDRESS (if not insured)		TYPE OF PRODUCT PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL PRIMARY E-MAIL ADDRESS: SECONDARY E-MAIL ADDRESS:	
WHERE CAN PRODUCT BE SEEN?			

## INJURED / PROPERTY DAMAGED

AGENCY CUSTOMER ID: \_\_\_\_\_

NAME & ADDRESS (Injured/Owner)			EMPLOYER'S NAME & ADDRESS		
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL		SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL		PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	
SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL		PRIMARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	
AGE		SEX		OCCUPATION	
WHERE TAKEN			DESCRIBE INJURY		
DESCRIBE PROPERTY (Type, model, etc.)			ESTIMATE AMOUNT		WHERE CAN PROPERTY BE SEEN?

## WITNESSES

NAME AND ADDRESS	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL		SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	
	PRIMARY E-MAIL ADDRESS:			
	SECONDARY E-MAIL ADDRESS:			
NAME AND ADDRESS	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL		SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	
	PRIMARY E-MAIL ADDRESS:			
	SECONDARY E-MAIL ADDRESS:			
NAME AND ADDRESS	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL		SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	
	PRIMARY E-MAIL ADDRESS:			
	SECONDARY E-MAIL ADDRESS:			

REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

REPORTED BY	REPORTED TO
<b>Insured</b>	

MENN, VAN KUIK & WALKER, INC.

FACSIMILE TRANSMITTAL SHEET

<b>TO:</b> Paula J. Tate	<b>From:</b> Veva Villasenor, Claim Dept.
<b>FAX NUMBER:</b> 818-996-0443	<b>Date:</b> April 28, 2010
<b>COMPANY:</b> Deans & Homer	<b>Total No. of Pages Including Cover:</b> Three
<b>PHONE NUMBER:</b> 818-996-5282	<b>Carrier:</b> QBE Ins Corp
<b>INSURED:</b> Claudette A. Earl	<b>Policy #:</b> 2608456

☐ URGENT    ☐ FOR REVIEW    ☐ PLEASE COMMENT    ☐ PLEASE REPLY    ☐ PLEASE RECYCLE

**NOTES/COMMENTS:**

Paula,

Here is a new GL Notice of Occurrence/Claim.

Insured is attempting to reconstruct her insurance history from 1988 to current.

Is my understanding that the EPA contacted insured in 1999 and again in 2000.

Claudette enlisted the services of Ami Adini & Associates, Inc., (Los Angeles/CA based specialists in environmental consulting) for direction.

Call or drop me a note at [veva@mvkw.com](mailto:veva@mvkw.com) if there's any question.

Thank you,

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 3776  
CONNECTION TEL 18189960443  
CONNECTION ID  
ST. TIME 04/28 11:08  
USAGE T 00'43  
PGS. SENT 3  
RESULT OK

MENN, VAN KUIK &amp; WALKER, INC.

## FACSIMILE TRANSMITTAL SHEET

<b>TO:</b> Paula J. Tate	<b>From:</b> Veva Villasenor, Claim Dept.
<b>FAX NUMBER:</b> 818-996-0443	<b>Date:</b> April 28, 2010
<b>COMPANY:</b> Deans & Homer	<b>Total No. of Pages Including Cover:</b> Three
<b>PHONE NUMBER:</b> 818-996-5282	<b>Carrier:</b> QBE Ins Corp
<b>INSURED:</b> Claudette A. Earl	<b>Policy #:</b> 2608456

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

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Thank you,

**Veva Villasenor**

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**From:** Anne Trimble [annie@deanshomer.com]  
**Sent:** Wednesday, April 28, 2010 5:15 PM  
**To:** Tia McClure  
**Cc:** Veva Villasenor  
**Subject:** FW: Former Earl Mfg\_11862 Burke St, SFS, CA  
**Attachments:** Attachment A.PDF; Attachment B.pdf; Attachment C.pdf; Attachment D.pdf

Tia here is the information the Insured provided to environmental consulting firm. We wrote the building as a lessor's risk in 09/2000. Apparently, the Insured has a manufacturing business prior which is where the contamination came from. Also attached is the loss notice from the Veva (agent) and my notes. After speaking with Denish after he sent the attachments, I advised again, that more than likely, the loss would not be covered but we want to due our Due Diligence before making any final decision which would be approximately 2 to 3 weeks.

Let me know if you need anything else.

Anne Trimble  
[annie@deanshomer.com](mailto:annie@deanshomer.com)  
ph: (818) 996-5282, ext 401  
fax: (818) 996-0443

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**From:** dinesh [mailto:dinesh@amiadini.com]  
**Sent:** Wednesday, April 28, 2010 4:32 PM  
**To:** Anne Trimble  
**Subject:** Former Earl Mfg\_11862 Burke St, SFS, CA

Anne,  
As requested by you, I am submitting documents we received from the environmental regulatory agencies in the past. Our firm has been retained by Ms. Claudette Earl (insured) to address the environmental corrective actions requested by the US Environmental Protection Agency (EPA) and the Los Angeles Regional Water Quality Control Board (LARWQCB). The insured's policy # is 2608456.

In 1997, a solvent underground storage tank (UST) was removed from the subject property. As a standard practice, soil samples were collected from beneath the UST and high concentrations of perchloroethylene (PCE) were detected. In 1998 and 1999, soil, soil gas and groundwater assessment were completed at the subject property. In August 2000, LARWQCB required that additional soil and groundwater assessment be done to delineate the extent of contamination at the subject property (attachment A). The case has been dormant with the LARWQCB for several years till 2007, when EPA sent a letter notifying that the insured is a potential responsible property to the regional groundwater contamination as part of the Omega Superfund Site (attachment B).

In August 2008, LARWQCB requested that a cost reimbursement account be opened to oversee the cleanup of contamination at the subject property (attachment C). In March 2009, EPA published a report which confirmed that insured is a responsible party to groundwater contamination in the area (attachment D). Since March 2009, LARWQCB has been asking the insured to respond to the directive described in the August 2000 letter. Accordingly, our firm is currently preparing a workplan which will propose the scope of work for doing additional soil, soil gas and groundwater assessment as requested by LARWQCB.

The proposed scope of work involves a large cost and the insured wanted to know if the insurance policy has any coverage to cover the cleanup costs. Please let me know if you have any questions or need more information.

Regards,

Dinesh Rao  
Sr. Environmental Engineer  
Ami Adini & Associates



Winston H. Hickox  
Secretary for  
Environmental  
Protection

# California Regional Water Quality Control Board Los Angeles Region

(50 Years Serving Coastal Los Angeles and Ventura Counties)

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640  
Internet Address: <http://www.swrcb.ca.gov/rwqcb4>



Gray Davis  
Governor

August 8, 2000

Claudette Earl  
Earl Manufacturing  
11876 E. Burke Street  
Santa Fe Springs, CA 90670

**EARL MANUFACTURING—11862 BURKE STREET, SANTA FE SPRINGS  
(FILE NO. 00-026, SLIC NO. 752)**

Dear Ms. Earl:

Our previous letter dated February 14, 2000, requested that you submit a site audit report and a work plan for additional soil investigation. On April 7, 2000, Board staff conducted an inspection of the above facility and was informed by your consultant, Mr. Richard Winstanley, that additional reports regarding soil and groundwater investigation were available. During the inspection, Board staff requested that you not submit the work plan for additional soil investigation until the site audit report and the other reports had been submitted and reviewed by Board staff.

We have received copies of the site audit report, dated April 27, 2000, and the following additional reports:

- "Underground Storage Tank Removal" dated September 12, 1997, United Pacific Environmental.
- "Soil Gas and Limited Soil Sampling Report" dated December 1998, SCS Engineers.
- "Summary of Groundwater Monitoring Activities" dated December 8, 1999, SCS Engineers.

We have completed our review of the information listed above and have the following comments:

- Earl Manufacturing previously operated a vapor degreaser and used 1,1,1-trichloroethane.
- On August 13, 1997, a 1,000-gallon underground storage tank (UST) was removed from the site.
- Soil samples collected from beneath the UST were found to contain perchloroethene (PCE) at 422,000 µg/kg.
- On November 13, 1998, SCS Engineers conducted additional soil investigation by collecting 10 soil gas samples at and around the former UST location and two soil samples beneath the former UST location.

**California Environmental Protection Agency**



Recycled Paper

*Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.*

- Soil samples collected at 11.5 and 20 feet BGS, below the former location of the UST, were found to contain perchloroethene (PCE) at 270 micrograms per kilogram ( $\mu\text{g/kg}$ ) and 950  $\mu\text{g/kg}$ , respectively. SCS Engineers recommended that no further investigation or remediation was warranted.
- On about November 11, 1999, SCS Engineers installed a groundwater monitoring well at the location of the former UST.
- PCE, trichloroethene (TCE), and cis1,2-dichloroethene were detected in groundwater at 13,700  $\mu\text{g/L}$ , 1,730  $\mu\text{g/L}$  and 6.3  $\mu\text{g/L}$ , respectively.
- Soils beneath the former UST consist of medium brown slightly moist clayey silt.

Based upon the information contained in these reports, we have determined that the previous chemical use at this facility has resulted in soil and groundwater contamination, but the full lateral and vertical extent of soil and groundwater contamination has not been adequately defined.

Therefore, Earl Manufacturing is required to:

1. Investigate the potential for soil contamination beneath the former vapor degreaser.
2. Determine site-specific soil remedial goals for soils contaminated with VOCs in accordance with the Regional Board's "Interim Site Assessment and Cleanup Guidebook.
3. Submit a work plan to investigate the soils beneath the former vapor degreaser, determine the vertical and horizontal extent of contamination beneath the former UST, and investigate the lateral and vertical extent of groundwater contamination.
4. Develop a remedial action plan for soils beneath the former UST.

Please submit two copies a work plan incorporating the requirements listed in items one through four above by September 1, 2000. Please call me at (213) 576-6737 if you have any questions.

Sincerely,



John Geroch  
Associate Engineering Geologist  
Site Cleanup Unit

Cc Dave Klunk, Director of Environmental Services, City of Santa Fe Springs  
Brenda Nelson, City of Santa Fe Springs Fire Department  
Craig Cooper, United States Environmental Protection Agency  
Jim Leserman, Water Replenishment District of Southern California  
Lori Parnass, Department of Toxic Substances Control

*California Environmental Protection Agency*



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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105

December 18, 2007

Claudette A. Earl  
Earl Mfg. Co., Inc.

PRVY-Controlled/Privacy  
[REDACTED]

RE: General Notice Letter  
Omega Chemical Corporation Superfund Site

Dear Ms. Earl:

The purpose of this letter is to provide you notice of Earl Mfg. Co., Inc.'s potential liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, at the Omega Chemical Corporation Superfund Site (the "Site"), in Whittier, California. The Site includes the location of a former refrigerant/solvent recycling operation ("Omega Chemical") located at 12504 and 12512 Whittier Blvd. in Whittier, California, but the term "Site" (as used here) refers to both the former Omega Chemical property and the areal extent (i.e., plume) of contaminated groundwater emanating from the Omega Chemical property.

The United States Environmental Protection Agency ("EPA") is spending public funds to investigate and control releases or potential releases of hazardous substances, pollutants or contaminants at the Site. Under Sections 106(a) and 107(a) of CERCLA, commonly known as Superfund, Potentially Responsible Parties ("PRPs") may be required to perform cleanup actions to protect the public health, welfare, or the environment. PRPs may also be responsible for all costs incurred by EPA in responding to any release or threatened release at the Site. PRPs include current and former owners and operators of facilities at which hazardous substances were released into the environment, persons who arranged for the disposal of hazardous substances at a facility ("generators"), and persons who accepted hazardous substances for transport to a facility ("transporters").

EPA has evaluated information obtained through its investigation of the Site and has determined that the facility at 11862 Burke Street, Santa Fe Springs, California is located above the contaminated groundwater plume that originates at and extends approximately three miles downgradient of the Omega Chemical property. The Agency believes that the facility located at 11862 Burke Street, Santa Fe Springs, California is a source of hazardous substances which have come to be located in this groundwater plume and commingled with hazardous substances originating from the Omega Chemical property. As such, Earl Mfg. Co., Inc. is a PRP at the Site based on its status as a former operator of the facility located at 11862 Burke Street, Santa Fe Springs, California.

### **Omega Site Background**

During a Site Assessment in 1995, EPA observed in excess of 3,000 drums at the Site in various stages of deterioration. Data gathered in 1988 and 1995 also indicated the presence of hazardous substances including but not limited to methylene chloride, tetrachloroethylene, trichloroethylene, and Freon 11 and 113, in the subsurface soils and groundwater at the Site. On May 3, 1995, EPA issued an Action Memorandum authorizing actions necessary to abate imminent and substantial endangerment at the Site, including securing the Omega Chemical property, conducting sampling, removing grossly contaminated equipment, structures, and debris, removing containerized wastes and disposing, stabilizing or treating grossly contaminated soils.

On May 9, 1995 and August 31, 1995, EPA issued Unilateral Administrative Orders ("UAOs") to approximately 170 major generator PRPs, all of whom sent greater than 10 tons of hazardous materials to the Site, to perform removal activities at the Site. These major contributing parties thereafter formed a workgroup called the Omega Chemical Site PRP Organized Group, or "OPOG", and completed removal activities as required. In September 1998, EPA proposed the Site for listing on the National Priorities List ("NPL"). The Site was placed on the NPL on January 19, 1999.

Currently, the 109 members of OPOG (the "Settling Defendants") are performing work under a Partial Consent Decree which was entered by the District Court on February 28, 2001. Under this agreement, the Settling Defendants agreed to pay a portion of past costs and perform the following work at the Site:

- 1) implementation of a Remedial Investigation / Feasibility Study ("RI/FS") for contamination in the vadose zone within the "Phase 1A area" (as described in the Partial Consent Decree) of the Site;
- 2) performance of an Engineering Evaluation and Cost Analysis ("EE/CA") addressing groundwater contamination in the Phase 1A area;
- 3) implementation of the response action selected in EPA's Action Memorandum at the conclusion of the EE/CA;
- 4) performance of a risk assessment addressing contamination within the Phase 1A area; and
- 5) installation of up to three groundwater monitoring wells at locations downgradient of the Phase 1A area and upgradient of the City of Santa Fe Springs water supply well 30R3.

In addition, EPA has been conducting an EPA Fund-lead groundwater RI downgradient of the Phase 1A area. A Fund-lead FS for a Site-wide groundwater remedy will follow the Fund-lead groundwater RI, and it will take into account the PRP-lead groundwater response action in

Earl Mfg. Co., Inc.

the Phase 1A area. At the conclusion of the FS, a Site-wide groundwater remedy will be proposed and, after public comment, selected by EPA.

In August 2002, EPA issued General Notice Letters to approximately 100 additional major generator PRPs, all of whom sent 10 tons or greater of hazardous materials to the Site. EPA has encouraged these PRPs to initiate dialogue with OPOG concerning joining the established workgroup. EPA will amend the existing Partial Consent Decree to include any parties which join the established group.

Prior to signing the Partial Consent Decree, several OPOG members withdrew from the group and elected not to sign the settlement. They formed a new group that later became known as the Omega Small Volume Organized Group or "OSVOG." On January 5, 2004, EPA issued a UAO to fifteen OSVOG members and three other recalcitrant parties. An Amended UAO was issued on July 2, 2004. The work required under the Amended UAO included the installation of groundwater wells and sampling downgradient from the former Omega Chemical property.

On October 28, 2003, EPA noticed approximately 300 *de minimis* parties at the Omega Site, each of which contributed 3 to 9.9 tons of hazardous materials to the Site. Approximately 170 *de minimis* parties accepted EPA's settlement offer. The Administrative Order on Consent to resolve these parties' potential liability at the Site was finalized on December 12, 2005.

#### General Notice

EPA is not extending a settlement offer or issuing an order for the performance of work to you at this time. The Agency anticipates issuing a Record of Decision to select a groundwater cleanup remedy within the next two to three years. At that point, EPA will initiate settlement discussions with you and all other PRPs at the Site for the performance of the Remedial Design/Remedial Action ("RD/RA") for the groundwater remedy.

EPA encourages good faith negotiations between the PRPs and EPA, as well as among the PRPs. You may contact EPA to obtain the most current list of PRPs that have been sent General Notice letters for this Site. In addition, OPOG's contact names and numbers are:

Keith F. Millhouse, Esq.  
(805) 230-2280

Larry G. Gutteridge, Esq.  
(213) 628-7131

Enclosed are three Fact Sheets about the Site. In addition, copies of site-related documents are located at EPA's Regional Office in San Francisco and at the information repository listed below:

Earl Mfg. Co., Inc.

Superfund Records Center  
95 Hawthorne Street (4<sup>th</sup> Floor)  
San Francisco, CA 94105  
Ph: (415) 536-2000

Whittier Public Library  
7344 S. Washington Avenue  
Whittier, CA 90602  
Ph: (562) 464-3450

Further information about the Site can be found on the following EPA web page:

<http://www.epa.gov/region09/omegachemical>

Also enclosed is an information sheet intended to inform small businesses of their rights under the Small Business Regulatory Enforcement Fairness Act (SBREFA) to comment to an Ombudsman about EPA enforcement activity. This information sheet also provides information on compliance assistance available to small businesses. We have included this information sheet without making a determination as to whether your business is a small business as defined by Section 222 of SBREFA or related provisions.

Please use the enclosed Primary Contact Designation Form to designate the most appropriate individual to receive all further correspondence on this matter on your behalf. We request that you mail us the completed form within thirty (30) days of your receipt of this letter.

We will continue to send future correspondence to you until we receive this form. The completed Primary Contact Designation Form should be mailed to:

Linda Ketellapper, SFD-7-5  
U.S. Environmental Protection Agency  
Superfund Division  
75 Hawthorne Street  
San Francisco, CA 94105

This notice letter does not affect or nullify any other legal obligations you may have regarding your facility. If you are engaged in clean-up or other activities under the direction of federal, state or local authorities, you should continue such activities as appropriate. Likewise, this notice letter has no effect on any obligations which you may have in a court of law.

Although this letter does not affect these other obligations, EPA hereby requests, by its authority under CERCLA Section 104(e), that you provide a written response reporting the status of all of those activities and obligations. The response should include a copy of all agreements and/or orders between you and other parties related to your facility and on-going activities and obligations. Your response should be made in writing and submitted to EPA within thirty (30) days of receipt of this letter. **It should be directed to Linda Ketellapper, the EPA Case Developer, at the address provided above.**

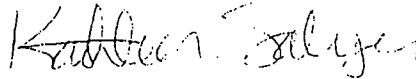
*General Notice Letter*

*Omega Chemical Superfund Site*

Earl Mfg. Co., Inc.

If you have general questions regarding the Site, please contact Linda Ketellapper at (415) 972-3104. If you have any technical questions regarding the Site, please contact Chris Lichens, the Remedial Project Manager, at (415) 972-3149. If you have any legal questions, you may contact Steve Berninger, Assistant Regional Counsel, at (415) 972-3909.

Sincerely,



Kathleen Salyer  
Chief, Site Cleanup Branch

cc: Karl Fingerhood, DOJ EES  
Steve Berninger, EPA ORC  
Linda Ketellapper, EPA  
Christopher Lichens, EPA  
Fred Schauffler, EPA  
Sara Amir, DTSC  
David Bacharowski, RWQCB  
Larry Gutteridge, OPOG  
Keith Millhouse, OPOG

Enclosures:

- U.S. EPA Fact Sheet: "Omega Chemical Superfund Site Update", September 2003
- U.S. EPA Fact Sheet: "Proposed Plan for Interim Groundwater Action", August 2005
- U.S. EPA Fact Sheet: "EPA Evaluates Indoor Air at Omega Chemical Site", November 2004
- Information Sheet, U.S. EPA Small Business Resources
- Primary Contact Designation Form. Please complete and return this form **within 30 days** of your receipt of this letter.

## PRIMARY CONTACT DESIGNATION FORM

Earl Mfg. Co., Inc.

### PLEASE COMPLETE AND RETURN THIS FORM WITHIN THIRTY CALENDAR DAYS OF RECEIPT

Please complete this form by printing or typing the requested information. If any of the information provided on this form changes after submission of the form including, but not limited to, changes in corporate relationships, please notify EPA at the address listed below as soon as possible. Thank you for your cooperation.

1. Please provide the following information for the single person who will be the above-named company's or individual's contact for all future communications (including correspondence, informational mailings, etc.) from EPA regarding Omega. You may designate a legal or other representative as the single primary contact. Please enter "N/A" if the requested information is not applicable to you.

Company/Organization/Individual Name: (only if different from above):	
Name of Designated Contact :	Contact's Title:
Contact's Firm Name:	
Street Address (no P.O. Box):	
City, State & Zip:	
Telephone Number:	Fax Number:
E-mail Address:	
Web-site Address:	
2. Other information: Law/Consulting Firm Name (if applicable):	

### 3. Printed Name and Signature of Person Completing This Form

Printed Name	Title	Company/Organization
Signature		Date

### 4. Please return this form to:

Linda Ketellapper, Case Developer  
Mail Code SFD-7-5  
U.S. Environmental Protection Agency  
75 Hawthorne St.  
San Francisco, CA 94105



# California Regional Water Quality Control Board

## Los Angeles Region



Linda S. Adams.  
Cal/EPA Secretary

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

Arnold Schwarzenegger  
Governor

August 4, 2008

Ms. Claudette Earl  
Earl Manufacturing Co., Inc.  
PRVY-Controlled/Privacy

### **SITE CLEANUP PROGRAM OVERSIGHT COST REIMBURSEMENT ACCOUNT - EARL MANUFACTURING SITE, 11862 BURKE STREET, SANTA FE SPRINGS, CA (SLIC NO. 0725)**

Dear Ms. Earl:

The California Regional Water Quality Control Board (Regional Board), Los Angeles Region, is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within major portions of the Los Angeles and Ventura Counties, including the referenced site.

Based on the information provided in subsurface investigation reports dating between September 1997 and December 1999, the subsurface soil and groundwater at the site have been impacted with volatile organic compounds (VOCs). Depth to groundwater was encountered in 1999 at approximately 28 feet below ground surface. Tetrachloroethene (PCE) has been detected in soil vapor at concentrations up to 21 micrograms per liter ( $\mu\text{g/L}$ ), in soil matrix up to 422,000 micrograms per kilogram ( $\mu\text{g/kg}$ ), and in groundwater up to 13,700  $\mu\text{g/L}$ . The releases of chemicals from a former vapor degreaser and 1,000-gallon underground storage tank have degraded the groundwater quality and beneficial uses of the State's waters.

Section 13304 of the California Water Code (Porter Cologne Act) allows the Regional Board to recover reasonable expenses from a responsible party or parties for overseeing the investigation and cleanup of unregulated discharges adversely affecting the State's waters. In compliance with Section 13365 of the California Water Code, this letter is being sent to provide you the following information regarding costs for regulatory oversight work.

#### **Estimate of Work to be Performed**

The Regional Board staff estimates that during the Regional Board's 2008/2009 fiscal year (July 1, 2008 to June 30, 2009), regulatory oversight work may include but not limited to the following tasks to be performed at the site:

1. Review environmental reports and determine if the contamination sources and plumes are fully delineated vertically and laterally;
2. Request and review of additional assessment workplans and reports, detailed remediation design and installation plan, progress and monitoring reports, risk assessment workplans and reports, and other technical reports as necessary;
3. Preparation of comment letters on various reports and communicate findings to responsible parties;
4. Conduct site inspections, collect split samples, and meetings with environmental consultant and responsible parties; and
5. Conduct internal and external communications (i.e. meetings, memos) about the site.

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### Statement of Expected Outcome

The expected outcome of work that will be performed includes providing written comments on the submitted reports and workplans, verifying the adequacy of reports, and determining the need to further investigate the impact to soil and groundwater as well as risk to human health and environment.

### Billing Rates

Attached are the Site Cleanup Program, Monthly Salary Scales by Job Classification (Attachment 1) for employees expected to perform the work and the Reimbursement Process for Regulatory Oversight (Attachment 2). The names and classifications of employees that charge time to this site will be listed on the invoices. The average billing rate is about \$135.00 per hour. Recent salary adjustments will affect the current billing rates for many of our staff. An update billing rate may be included in a future quarter invoice for fiscal year 2008/2009.

### Estimation of Expected Charges

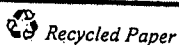
- A. Regional Board staff expects to charge about 120 hours for work related to this site during fiscal years 2008/2009. Based on the average billing rate of \$135.00 per hour, the estimated billing charge by the Regional Board staff for this site during the current fiscal year is about \$16,200 which does not include possible contract charges stated in B (see below). **Please note that this is neither a commitment nor a contract for regulatory oversight. It is only an estimate of the work, which may be performed.**
- B. To better evaluate the potential health risk from the detected or residual contaminants posed to the current/future occupants of the site and the immediate site vicinity, the Regional Board has established a contract with the State Office of Environmental Health Hazard Assessment (OEHHA), to have their toxicologists review the submitted health risk assessment reports. OEHHA will review, evaluate if appropriate, and provide comments on risk assessment reports. When requested, OEHHA toxicologists will provide the Regional Board consultation services on issues concerning human health and/or environmental risks.

Under the Cost Recovery Program, the responsible party (parties) is (are) required to reimburse the Regional Board for the cost incurred by OEHHA review. Occurred charges by OEHHA staff will be included in our invoices under the contract charges category. All quarterly invoices generated for this project will be sent to your provided billing contact by the Site Cleanup Program (SCP), State Water Resources Control Board.

### Landowner Notification and Participation Requirements

Pursuant to Division 7 of the Porter Cologne Water Quality Control Act under section 13307.1, the Regional Board is required to notify all current fee title holders for the subject site prior to considering corrective action or granting case closure. Therefore, you are required to provide the name, mailing address and telephone number for all record fee title holders for the site together with a copy of county record of current ownership, available from the County Recorder's Office, or complete the attached Certification Declaration Form (Attachment 3) and submit it to our office.

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August 4, 2008

Please sign and return the enclosed landowner's information (Attachment 3) and "Acknowledgment of Receipt of Cost Reimbursement Account Letter" (Attachment 4) to Ms. Su Han of the Regional Board by September 5, 2008.

### Other Requirements

#### I. Change of Ownership

You must notify the Executive Officer, in writing at least 30 days in advance of any proposed transfer of this cost reimbursement account's responsibility to a new owner containing a specific date for the transfer. In addition, you shall notify the succeeding owner of the existence of this cost reimbursement account by letter, copy of which shall be forwarded to the Board.

#### II. Public Participation


With increased public interest in our programs and the public knowledge of threat to human health and the environment, the Regional Boards are increasing our effort in getting the public more involved in our decision making process. The Regional Boards are also required to involve the public in site cleanup decisions under State law (including Health & Safety Code section 25356.1). You may be required to prepare and implement a public participation plan. Regional Board staff will provide you with additional guidance as appropriate.

#### III. Electronic Submittals

On April 27, 2005, the State Water Resources Control Board informed each responsible party of new regulations requiring the electronic submittal of information (ESI), which went into effect on January 1, 2005. The letter also stated that beginning on July 1, 2005, a paper copy of reports will no longer be required upon submittal of the electronic copy unless the Regional Board specifically requires the paper copy to be submitted (Attachment 5).

If you have any questions, please contact Su Han at (213) 576-6735 or shan@waterboards.ca.gov.

Sincerely,

  
Tracy J. Egoscue  
Executive Officer

Cc: Mr. Dinesh Rao, Ami Adini Associates, Inc.

- Attachments:
1. Monthly Salary Scales by Job Classification
  2. Reimbursement Process for Regulatory Oversight
  3. Certification Declaration Form
  4. Acknowledgment of Receipt of Cost Reimbursement Account Letter
  5. New Regulations – Electronic Submittal of Information

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## ATTACHMENT 1

### SITE CLEANUP PROGRAM (SCP) BILLING COST EXPLANATION

#### Employee Salary and Benefits by Classification<sup>1</sup> ABR

#### SALARY SCALE

Associate Governmental Program Analyst	AGPA	5,852 - 7,113
Engineering Geologist	EG	5,691 - 10,173
Environmental Scientist	ES	4,092 - 7,596
Office Assistant (G)	OA	2,758 - 3,684
Office Assistant (T)	OA	2,850 - 3,759
Office Technician (G)	OT	3,509 - 4,268
Office Technician (T)	OT	3,572 - 4,341
Principal Water Resources Control Engineer	PWRCE	13,090 - 14,434
Sanitary Engineering Associate	SEA	6,597 - 8,016
Sanitary Engineering Technician	SET	4,543 - 6,339
Senior Engineering, Water Resources	SWRCE	9,811 - 11,923
Senior Engineering Geologist	SEG	9,811 - 11,923
Senior Environmental Scientist	SRES	7,248 - 8,749
Staff Counsel	STCOUN	6,216 - 10,411
Staff Counsel III	STCOUNIII	10,217 - 12,606
Staff Counsel IV	STCOUNIV	11,286 - 13,934
Staff Environmental Scientist	SES	7,242 - 8,745
Student Assistant	SA	2,663 - 2,938
Student Assistant Engineer	SAE	2,663 - 3,985
Supervising Engineering Geologist	SUEG	10,769 - 13,090
Supervising Water Resources Control Engineer	SUWRCE	10,769 - 13,090
Water Resources Control Engineer	WRCE	7,883 - 10,131

#### Indirect Charges<sup>2</sup>

Indirect costs	100% of salaries and benefits
Accounting administrative costs	15% of salaries and benefits
Regional Board administrative costs	20% of salaries and benefits

#### Billing Example

Water Resources Control Engineer	
Salary:	\$ 10,131
Overhead (indirect costs):	\$ 10,131
Admin.: State Board	\$ 1,520
Regional Board	\$ 2,026
Total Cost per month	\$ 23,808

Divided by 176 hours per month equals per hour: \$ 135.27

(Due to the various classifications that expend SLIC resources. An average of \$ 135.00 per hour can be used for projection purposes.)

<sup>1</sup> The name and classification of employees performing oversight work will be listed on the invoice you receive.

<sup>2</sup> The examples are estimates based on recent billings. Actual charges may be slightly higher or lower.

## REIMBURSEMENT PROCESS FOR REGULATORY OVERSIGHT

We have identified your facility or property as requiring regulatory cleanup oversight. Pursuant to the Porter-Cologne Water Quality Control Act, reasonable costs for such oversight can be recovered by the Regional Water Quality Control Board (RWQCB) from the responsible party. The purpose of the enclosure is to explain the oversight billing process structure.

### INTRODUCTION

The Porter-Cologne Water Quality Control Act authorizes the State Water Resources Control Board (SWRCB) to set up Cost Recovery Programs. The Budget Act of 1993 authorized the SWRCB to establish a Site Cleanups Program. The Cost Recovery Program is set up so that reasonable expenses incurred by the SWRCB and RWQCBs in overseeing cleanup of illegal discharges, contaminated properties, and other unregulated releases adversely impacting the State's waters can be reimbursed by the responsible party. Reasonable expenses will be billed to responsible parties and collected by the Fee Coordinator at the SWRCB in the Division of Clean Water Programs (DCWP).

### THE BILLING SYSTEM

Each cost recovery account has a unique charge number assigned to it. Whenever any oversight work is done, the hours are billed to account number on the employee's time sheet. The cost of the staff hours is calculated by the State Accounting System based on the employee's salary and benefit rate and the SWRCB overhead rate.

SWRCB and RWQCB Administrative charges for work such as accounting, billing preparation, general program meetings and program specific training cannot be charged directly to an account. This work will be charged to Administrative accounting codes. The Accounting Office totals these administrative charges for the billing period and distributes them back to all of the accounts *based on the number of hours charged to each account* during that billing period. These charges show as SWRCB Program Administrative Charges and RWQCB Program Administrative Charges on the Invoice.

The Overhead Charges are based on the number of labor hours charged to the account. The overhead charges consist of rent, utilities, travel, supplies, training, and accounting services. Most of these charges are paid in arrears. Therefore, if there is no labor charged during the billing period, there still may be overhead charges associated with previous months services. The Accounting Office keeps track of these charges and distributes them back monthly to all of the accounts based on the number of hours charged to each account. Therefore, the quarterly statements could show no labor hours charged for that billing period, but some overhead costs could be charged to the account.

Invoices are issued quarterly, one quarter in arrears. If a balance is owed, a check is to be remitted to the SWRCB with the invoice remittance stub within 30 days after receipt of the invoice. The Accounting Office sends a report of payments to the Fee Coordinator on a quarterly basis.

Copies of the invoices will be sent to the appropriate RWQCBs so they are aware of the oversight work invoiced. Questions regarding the work performed should be directed toward your RWQCB case worker.

## ATTACHMENT 2

If the responsible party becomes delinquent in their quarterly payments, oversight work will cease immediately. Work will not begin again unless the payments are brought up-to-date.

### **DISPUTE RESOLUTION**

If a dispute regarding oversight charges cannot be resolved with the RWQCB, Section 13320 of the California Water Code provides a process whereby persons may petition the SWRCB for review of RWQCB decisions. Regulations implementing Water Code Section 13320 are found in the Title 23 of the California Code of Regulations, Section 2050.

### **DAILY LOGS**

A detailed description (daily log) of the actual work being done at each specific site is kept by each employee in the Regional Water Board who works on the cleanup oversight at the property. This information is provided on the quarterly invoice using standardized work activity codes to describe the work performed. *Upon request, a more detailed description of the work performed is available from the RWQCB staff.*

### **REMOVAL FROM THE BILLING SYSTEM**

After the cleanup is complete, the RWQCB will submit a closure form to the SWRCB to close the account. If a balance is due, the Fee Coordinator will send a final billing for the balance owed. The responsible party should then submit a check to the Accounting Office to close the account.

### **AGREEMENT**

No cleanup oversight will be performed unless the responsible party of the property has agreed in writing to reimburse the State for appropriate cleanup oversight costs. You may wish to consult an attorney in this matter. As soon as the letter is received, the account will be added to the active Site Cleanup program Cost Recovery billing list and oversight work will begin.



# California Regional Water Quality Control Board

## Los Angeles Region



Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

Linda S. Adams.  
Cal/EPA Secretary

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

Arnold Schwarzenegger  
Governor

### ATTACHMENT 3

#### CERTIFICATION DECLARATION FOR COMPLIANCE WITH FEE TITLE HOLDER NOTIFICATION REQUIREMENTS (California Water Code Section 13307.1)

Please Print or Type

Fee Title Holder(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number / Fax Number: \_\_\_\_\_

Site Name: \_\_\_\_\_

Address: \_\_\_\_\_

County Assessor Identification (Parcel) Number (AIN): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number / Fax Number: \_\_\_\_\_

File Number: \_\_\_\_\_ SLIC No. 0725

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." (See attached page for who shall sign the Certification Declaration).

\_\_\_\_\_  
Printed Name of Person Signing

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

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The certification declaration form must be signed as follows:

1. For a corporation - by a responsible corporate officer, which means; (i) by a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy of decision making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
2. For a partnership or sole proprietorship - by a general partner or the proprietor respectively.
3. For a municipality, state, federal, or public agency - by either a principal executive officer or ranking elected official. A principal executive officer of a federal agency includes (i) the chief executive officer of the agency or (ii) a senior executive officer having responsibility for the overall operations or a principal geographic unit.





# California Regional Water Quality Control Board Los Angeles Region



Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

Linda S. Adams  
Cal/EPA Secretary

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

Arnold Schwarzenegger  
Governor

## ATTACHMENT 4

### ACKNOWLEDGEMENT OF RECEIPT OF OVERSIGHT COST REIMBURSEMENT ACCOUNT LETTER

I, \_\_\_\_\_, acting within the authority vested in me as an authorized representative of \_\_\_\_\_, a corporation, acknowledge that I have received and read a copy of the attached **August 1, 2008** letter concerning cost reimbursement for Regional Board staff costs involved with oversight of cleanup and abatement efforts at **Earl Manufacturing Site in Los Angeles County**. The address for the site is 11862 Burke Street, Santa Fe Springs, and its Los Angeles County Assessor's Identification (formerly called Parcel) Number is \_\_\_\_\_.

I understand the reimbursement process and billing procedures as explained in the letter. Our company is willing to participate in the cost recovery program and pay all subsequent billings in accordance with the terms in your letter and its attachments, *and to the extent required by law*. I also understand that signing this form does not constitute any admission of liability, but rather only an intent to pay for costs associated with oversight, *as set forth above, and to the extent required by law*. Billings for payment of oversight costs should be mailed to the following individual and address:

**BILLING CONTACT** \_\_\_\_\_

**BILLING ADDRESS** \_\_\_\_\_

**TELEPHONE NO.** \_\_\_\_\_ **FAX NO.** \_\_\_\_\_

**RESPONSIBLE PARTY'S SIGNATURE** \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Title)

**DATE:** \_\_\_\_\_

**SLIC NO. 0725**

**SITE ID NO.**

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*Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.*

[http://www.swrcb.ca.gov/ust/cleanup/electronic\\_reporting/index.html](http://www.swrcb.ca.gov/ust/cleanup/electronic_reporting/index.html)

Our ESI website has an on-line tutorial to aid your transition to electronic data and reporting submittal. You can access information on how to upload electronic data at the following ESI website:

[http://www.swrcb.ca.gov/ust/cleanup/electronic\\_reporting/docs/ab2886\\_primer.pdf](http://www.swrcb.ca.gov/ust/cleanup/electronic_reporting/docs/ab2886_primer.pdf)

If you have any questions or need additional information on reporting electronic data, please contact Hamid Foolad at: [hfoolad@waterboards.ca.gov](mailto:hfoolad@waterboards.ca.gov).

#### **Training and Outreach**

User outreach meetings will be arranged in both Northern and Southern California based upon demand. The GeoTracker system will be announcing future sessions to all regulators, consultants and responsible parties who hold a GeoTracker password.





# California Regional Water Quality Control Board

## Los Angeles Region



Recipient of the 2001 *Environmental Leadership Award* from Keep California Beautiful

Alan C. Lloyd, Ph.D.  
Agency Secretary

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

Arnold Schwarzenegger  
Governor

ATTACHMENT 5

July 1, 2005

Notice to Interested Parties

### NEW REGULATIONS - ELECTRONIC SUBMITTAL OF INFORMATION

The State Water Resources Control Board (State Water Board) recently adopted regulations requiring the electronic submittal of information (ESI), over the internet, for cleanup programs overseen by the California Regional Water Quality Control Boards (Regional Water Boards), starting January 1, 2005.

Parties responsible for cleanup of pollution at sites overseen by the Regional Water Board's Department of Defense (DoD), Spills, Leaks, Investigations, and Cleanups Program (SLIC), and Land Disposal Programs are required to submit over the internet, the following information electronically:

- groundwater analytical data,
- surveyed locations of monitoring wells,
- boring logs describing monitoring well construction, and,
- portable data format (PDF) copies of all reports.

The text of the regulations is attached, and can be found at the following URL:

[http://www.waterboards.ca.gov/ust/cleanup/electronic\\_reporting/docs/final\\_electronic\\_regs\\_dec04.pdf](http://www.waterboards.ca.gov/ust/cleanup/electronic_reporting/docs/final_electronic_regs_dec04.pdf)

The State Water Board GeoTracker data management system is capable of accepting this electronic information. GeoTracker is a geographic information system providing online access to environmental and regulatory data. Currently, Geotracker has information submitted by responsible parties for over 10,000 Leaking Underground Storage Tank sites statewide. This information is available to the public at:

<http://www.geotracker.swrcb.ca.gov>

Beginning July 1, 2005, a paper copy of reports will no longer be required for the DoD, SLIC, or Land Disposal Programs upon submittal of the electronic copy unless the Regional Water Board specifically requires the paper copy to be submitted. The electronic reports are intended to replace the need for a paper report, and will be used for all public information requests, regulatory review, and compliance/enforcement activities.

**The Regional Water Board does not have the resources to acquire hardware to allow caseworkers to appropriately review documents in electronic form. Therefore, for the foreseeable future, we request that you continue to submit hard copies of all documents and data submittals.**

You will need a GeoTracker password for submitting data and reports. To obtain instructions for receiving a GeoTracker password please go to our ESI website:

***California Environmental Protection Agency***



*Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.*

[http://www.swrcb.ca.gov/ust/cleanup/electronic\\_reporting/index.html](http://www.swrcb.ca.gov/ust/cleanup/electronic_reporting/index.html)

Our ESI website has an on-line tutorial to aid your transition to electronic data and reporting submittal. You can access information on how to upload electronic data at the following ESI website:

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If you have any questions or need additional information on reporting electronic data, please contact Hamid Foolad at: [hfoolad@waterboards.ca.gov](mailto:hfoolad@waterboards.ca.gov).

#### **Training and Outreach**

User outreach meetings will be arranged in both Northern and Southern California based upon demand. The GeoTracker system will be announcing future sessions to all regulators, consultants and responsible parties who hold a GeoTracker password.



**DRAFT REMEDIAL INVESTIGATION REPORT  
OMEGA CHEMICAL CORPORATION SUPERFUND SITE OPERABLE UNIT 2  
LOS ANGELES COUNTY, CALIFORNIA  
VOLUME 1**

EPA Contract No. EP-S9-08-03  
EPA Task Order No. 038-RICO-09BC  
CH2M HILL PROJECT NO. 386743

Prepared for  
U.S. Environmental Protection Agency  
Region 9  
75 Hawthorne Street  
San Francisco, California 94105

Prepared by  
CH2M HILL  
2280 Market Street  
Suite 200  
Riverside, California 92501

March 2009

1,200 µg/L, respectively). The contaminant 1,1,1-TCA is present at concentrations of 1 µg/L or less in upgradient samples and at concentrations up to 38 µg/L downgradient. These concentrations are all less than the California and EPA primary MCL of 200 µg/L.

The net increase in 1,1,1-TCA and 1,4-dioxane in downgradient samples indicates that Site E is a possible source of these contaminants. As noted in Table 5-7, both of these compounds are/were used in synthetic resin-based paint products. In addition, 1,4-dioxane is commonly added to 1,1,1-TCA as a solvent stabilizer, so these chemicals are often found together (TOXNET). All of these reasons support the conclusion that this facility may be a source of contamination by these compounds. The concentrations of other compounds such as PCE, TCE, Freon 11, and Freon 113 in upgradient samples and downgradient samples do not substantially differ. The HP results are inconclusive regarding these compounds; they do not indicate that Site E is a source of groundwater contamination by PCE, TCE, Freon 11, and Freon 113, nor do they rule it out.

#### 5.4.3 Earl Manufacturing, 11862 Burke Street, Santa Fe Springs, California

Figure 5-6 presents a site location map of the former Earl Manufacturing facility located at 11862 Burke Street and borings HPE-1 to HPE-7, with posted concentrations of several analytes that exceeded their screening level. Table 5-13 presents a summary of detections for samples collected in borings HPE-1 to HPE-7.

TCE and PCE were detected in upgradient samples at concentrations in exceedance of their California Primary MCLs. TCE concentrations ranged between 5.7 µg/L and 41 µg/L, and PCE concentrations ranged between 24 µg/L and 420 µg/L. TCE and PCE were detected in all downgradient samples except HPE-7A, where concentrations for both analytes were non-detectable. The maximum TCE and PCE concentrations in downgradient samples were 1,700 µg/L and 13,000 µg/L, respectively. Both maximum detections were reported in sample HPE-5A. The concentrations of 1,1-DCA and 1,1-DCE were also higher in the downgradient samples; most of the results were estimated or non-detect because of the high concentrations of PCE and TCE.

TCE and PCE appear to be the predominant contaminants beneath the Earl Manufacturing site. Downgradient TCE and PCE concentrations were significantly higher than upgradient concentrations. This trend was most evident in borings HPE-3, HPE-4, and HPE-5 where TCE and PCE concentrations were 30 to 40 times greater than concentrations reported in upgradient borings HPE-1 and HPE-2. Based on this increase in concentrations downgradient of the site, it is concluded that the site of the former Earl Manufacturing facility is a source of TCE and PCE, and also of 1,1-DCA and 1,1-DCE contamination in OU2.

#### 5.4.4 Site F, 8623 Dice Road, Santa Fe Springs, California

Figure 5-7 presents a site location map of Site F, located at 8623 Dice Road and borings HPW-1 to HPW-10, with posted concentrations of several analytes that exceeded their MCLs. Table 5-14 presents a summary of detections for samples collected in borings HPW-1 to HPW-10.

340 Pine Street  
San Francisco  
California 94104  
Tel 415.421.8332  
Fax 415.989.7801

June 6, 2010

Claudette A. Earl

PRVY-Controlled/Privacy

Re: Pollution Claim – 11862 Burke Street, Santa Fe Springs

Company: Greenwich Insurance Company  
Reference: 2420104-00001  
Insured: Claudette A. Earl

*San Francisco*

*Brea*

*Encino*

*Fresno*

*Lafayette*

*Lake Oswego, OR*

*Pasadena*

*Phoenix, AZ*

*Reno, NV*

*Roseville*

*San Diego*

Dear Ms. Earl:

Deans and Homer is the insurance managing underwriter for Greenwich Insurance Company. As such, we are responsible for handling all claims on behalf of the Company. I am writing to you today about the environmental corrective actions that have been requested by the United States Environmental Protection Agency (EPA) and the Los Angeles Regional Water Quality Control Board (LARWQCB). I have had a chance to review the information that was provided to Deans and Homer by Mr. Dinesh Rao from Ami Adini & Associates. Unfortunately, it does not appear that your insurance policy can assist you with this matter. Below, I will review the relevant facts and pertinent policy language to explain why I do not believe your loss is covered by your insurance policy. It is important for you to know that if you believe I am misunderstanding some important fact or missing some information please tell me. I would be happy to consider any additional information that you may have.

It is my understanding that your father owned Earl Manufacturing and this business was a tenant at property located at 11862 Burke Street in Santa Fe Springs, California beginning in 1962. It is my understanding that Earl Manufacturing was completely moved out of the property on May 1, 2001. At this time a new tenant moved in. In 1997, while Earl Manufacturing was still the tenant, an underground storage tank was removed from the property. As a standard practice LARWQCB had soil samples taken beneath the tank and high concentrations of a pollutant called perchloroethylene (PCE) was detected.

Additional tests were performed in 1998, 1999 and 2000. The case was then dormant with LARWQCB until 2007 when the EPA sent a letter to you notifying you that your property was potentially responsible for a portion of the groundwater contamination as part of the Omega Superfund Site. In August of 2008, LARWQCB requested that a cost reimbursement account be opened to oversee the cleanup of the pollution at 11862 Burke Street. In March of 2009, the EPA published a report which confirmed that your property was a responsible party to groundwater contamination. As a result, you hired Ami Adini & Associates to assist you complying with LARWQCB and the EPA's directives.

I next wanted to review your insurance policy. Your policy with Greenwich Insurance Company is a commercial building owner's policy. Although there are five forms attached to the policy, it appears that DH 20-02 (07-99 edition) is the only relevant one. If you would like another copy of any of your policy forms or the declarations page please let me know. I would be happy to mail, email or fax them to you.

DH 20-02 provides the following liability coverages starting on page thirteen:

**PREMISES LIABILITY COVERAGE [Pg. 13]**

We will pay all sums that the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies.

This insurance applies only to **bodily injury** or **property damage**:

1. That occurs during the policy period; and
2. That is caused by an **occurrence** which takes place at or arises from the ownership, maintenance or use of an **insured premises** as a rental property or held as vacant land. (Note, bold terms are defined in the policy starting on page 23.)

Deans and Homer first starting insuring 11862 Burke Street on May 1, 2001. This means that the liability section of your policy cannot provide coverage for bodily injury or property damage that occurred before this time. All of the information that I have received seems to indicate that the pollution entered the ground sometime before 1997, as this was the date that the under ground tank was removed from the ground. I have received no information which would indicate that any type of pollutant was present or spilled after Deans and Homer first insured 11862 Burke Street on May 1, 2001. If you disagree please let me know.

Unfortunately, the insuring clause of your policy says:

This insurance applies only to **bodily injury** or **property damage**:

1. That occurs during the policy period...

Thus, since it does not appear that there was property damage during the policy period I do not believe that your policy can respond to your loss. The California Supreme Court has said that liability insurance coverage is triggered under all policies in effect while continuous and progressive bodily injury or property damage develops and such coverage remains in effect until the imposition of liability on the insured for such bodily injury or property damage is certain.<sup>1</sup> This means that an insurer, like Greenwich Insurance Company, has a duty to defend its insured as long as injury or damage potentially could have occurred during its policy period. I do not believe there is a potential that damage could have occurred during the policy period because Earl Manufacturing moved out of the property before Greenwich Insurance Company began to insure the property. In addition, I have received no information which indicates that any of your later tenants were engaged in any business activities which could have polluted the land or groundwater.

Furthermore, even if pollution was able to enter into the ground during the policy period which I do not think is likely, your insurance policy contains an "absolute pollution exclusion." Starting on page thirteen, the exclusion says the following:

---

<sup>1</sup> *Montrose Chemical Corp v. Admiral Ins. Co.*, 10 Cal. 4<sup>th</sup> 545 (1995)

## EXCLUSIONS [Pg. 13]

This insurance does not apply to:

...

6. **Bodily injury or property damage** arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**. This exclusion does not apply to:

- a. **bodily injury or property damage** caused by heat, smoke or fumes from a hostile fire. A hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be; or
- b. **bodily injury** that is sustained within a building at an **insured premises** and that is caused by smoke, fumes, vapors or soot from equipment used to heat such building.

Your policy defines a pollutant as "any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste." PCE is considered by the EPA and LARWQCB to be a pollutant. Thus, I believe that the above exclusion bars coverage because the policy expressly excludes coverage for property damage arising out of the discharge of pollutants.

Finally, your policy also contains an exclusion which prevents the Company from paying for any costs to test, monitor, clean up or remove pollutants. The relevant exclusion says the following:

- 7. Any loss, cost or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.


I apologize that it appears that Greenwich Insurance Company cannot assist you with this loss. Please note that there are other policy provision within Section I and Section II of your policy which could potentially also bar coverage. Greenwich Insurance Company reserves the right to later rely on these policy provisions.

Again, if you feel that we are misunderstanding the facts, or have any additional information which you would like to provide, please send it to me. We will suspend our decision for a while to allow you to consider this letter and to respond if you should choose.

Finally, it is my understanding that you may not know who your prior insurance carries were. I would suggest that you contact your current insurance agent, Menn, Van Kuik & Walker, Inc. They may be able to help you track down the appropriate insurance companies. There should be a number of insurance companies who may be able to assist you with this matter. If you have any questions or if can be of any further assistance please let me know.

Sincerely,

Deans & Homer  
Insurance Managing Underwriters for  
Greenwich Insurance Company

A handwritten signature in black ink, appearing to read "Peter M. O'Hare", with a horizontal line drawn above the signature.

Peter M. O'Hare

Cc:

Attn: Veva Villasenor  
Menn, Van Kuik & Walker, Inc.  
915 Wilshire Blvd  
Suite 1770  
Los Angeles, Ca 90017

Dinesh Rao  
Sr. Environmental Engineer  
Ami Adini & Associates  
4609 Russell Avenue  
Los Angeles, CA 90027



17:58 09/03/2010 TO:9,12134835338

FROM:

DEANS & HOMER PAGE 001 of 001

DEANS & HOMER  
340 Pine Street  
San Francisco, CA 94104

\*\*REF 010305  
Closed Claim Statement  
Producer 10305

September 3, 2010

Deliver To  
Sent by

Menn, Van Kuik & Walker, Inc.  
915 Wilshire Blvd.  
Suite 1770  
Los Angeles, CA 90017-3484

Policy # 2420104  
Claim # 00001  
Insured Claudette A. Earl  
Descr Property Damage - Liability  
Pollution Claim  
Date of Loss 5/01/01  
Date Closed 9/03/10  
Paid Loss  
Paid Expense  
Incurred

Policy No.  
2439573

#3



Policy No.  
2439573

**Policy Period**

From: 3/01/2001 DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
To: 6/01/2001 340 Pine Street, San Francisco, CA 94104  
At 12:01 A.M.  
Standard Time

**INSURED:**

Claudett A. Earl  
PRVY-Controlled/Privacy  
PRVY-Controlled/Privacy

**PRODUCER (10305)**

Menn, Van Kuik & Walker  
1545 Wilshire Boulevard  
Los Angeles, CA 90017-4501

**TERM PREMIUM:**

\$1,633.00 #71412  
4/2/01

**LOCATION #1**

11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

*cancelled 5/1/01  
#12309  
7/17/01  
(8549)*

**COMMERCIAL BUILDING OWNERS POLICY**

*Added to 2/24/2004*

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures  
Rents

\$768,000  
NOT COVERED

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

\$1,000,000  
\$3,000,000

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:  
Each Accident:

\$ 1,000  
\$25,000

**DEDUCTIBLE**

Deductible Amount: \$1,000

**FORMS**

DH 04-34 (05-98) Limit. of Covg. - Deletion of Theft  
DH 04-79 (07-99) Limitation of Coverage  
DH 04-80 (01-99) Excl. of Certain Computer Related  
DH 04-81 (01-99) Excl. - Year 2000 Computer-Related  
DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$640,000

**BUSINESS PERSONAL PROPERTY POLICY****COVERAGE****LIMITS OF INSURANCE**

Business Personal Property	\$200,000
Any Other Location	\$1,000
Transit	\$1,000
Money -- at the Location described above	\$1,000
-- anywhere else within the Policy Territory	\$1,000
Buildings including Building Glass	\$1,000
Extra Expense	\$1,000
Business Income	\$1,000
Leasehold Interest	\$1,000

**DEDUCTIBLE**

Deductible Amount: \$1,000

**FORMS**

DH 00-20 (01-93) Business Personal Property Policy  
DH 04-80 (01-99) Excl. of Certain Computer Related

**LOCATION PREMIUM: \$1,633**

By: Pasadena

# 1

# COMMERCIAL BUILDING OWNER'S POLICY

---

## INTRODUCTION

**We** encourage **you** to read the entire policy. For **your** convenience refer to the Table of Contents for some of the more frequently referred to subjects.

Words in bold print, other than titles and headings, have the meaning given them in the DEFINITIONS section. Refer to Table of Contents.

For the applicable limit of insurance refer to the Declarations Page and the ADDITIONAL COVERAGES section of this policy.

---

## REPRESENTATIONS

By accepting this policy **you** agree that:

1. The statements on the Declarations Page are accurate and complete.
2. Those statements are based upon representations **you** made to **us**.
3. **We** have issued this policy in reliance upon **your** representations.

---

## AGREEMENT

**We** will provide the insurance described in this policy in return for the premium and **your** compliance with all provisions of this policy including endorsements.

---

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## SECTION I - BUSINESS PROPERTY AND RENTS

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### LIMIT OF INSURANCE

Regardless of the number of persons insured under this policy, the most **we** will pay for any one loss is the applicable limit of

insurance shown herein or on the Declarations Page.

### PROPERTY COVERED

**We** cover **your** structures, **your** business personal property used to maintain, service, repair or construct **your** structures and **your** business personal property furnished for the

use of **your** tenants all while situated at a location described on the Declarations Page.

### LOSSES COVERED

Subject to the terms, conditions and limitations of this policy, **we** insure **you** against financial loss resulting from:

1. direct physical loss of or damage to covered property caused by an **accident**; and
2. the enforcement of any ordinance, law or code which prohibits repair of a covered structure damaged by an **accident** and requires that any

undamaged portion of the structure be demolished; and

3. rents including accrued rents which become uncollectible, and extra expense incurred to prevent loss of rents, because of damage to or destruction of covered structures caused by an **accident**.

### ADDITIONAL COVERAGES

#### 1. At a Named Location

When an **accident** causes direct physical loss of or damage to property at a location described on the Declarations Page, **we** provide the following additional amounts of coverage. The limit for each category below is the total limit for each covered loss as a result of any one **accident** for all property in that category. The coverages provided are subject to all other conditions of this policy:

##### a. Your Employees Personal Property

\$15,000 for personal property of **your** employees not to exceed \$1,000 for any one employee.

##### b. Personal Property of Your Tenants

\$25,000 for personal property of **your** tenants, not to exceed \$1,000 for any one tenant, which is in **your**

care, custody or control and for which **you** are legally liable.

#### 2. At a Location anywhere in the Continental United States of America or Canada

When an **accident** causes direct physical loss of or damage to property at a location anywhere in the continental United States of America or Canada, **we** provide the following additional amounts of coverage. The limit for each category below is the total limit for each covered loss as a result of any one **accident** for all property in that category. The coverages provided are subject to all other conditions of this policy:

##### a. Newly Acquired Structures

\$1,000,000 for structures, other than structures in the course of construction, **you** acquire during the policy period, and which are not covered by other insurance. This coverage ceases ninety (90) days

## SECTION I - BUSINESS PROPERTY AND RENTS

---

after the date **you** acquire the structures or at the expiration or cancellation date of this policy, whichever is first. An additional premium, computed by using the rates and rules in effect for such structures at the date of acquisition, will be charged for the period of time **we** provide coverage.

b. **Rents for Newly Acquired Structures**

\$200,000 for loss of rents, but not accrued rents, for newly acquired structures described in a. above. This coverage applies only if the **accident** causing damage to the structure occurs not more than ninety (90) days from the date **you** acquire the structures.

c. **Course of Construction**

\$1,000,000 for new buildings in the course of construction, including materials intended to become integral parts of such buildings, which are not covered by other insurance. This coverage does not apply to additions to or alterations of existing structures. This coverage ceases thirty (30) days after the first day on which any work is performed at the job site. An additional premium, computed by using the rates and rules in effect at that time for this coverage, will be charged for the period of time **we** provide coverage.

d. **Ordinance or Law**

**Increased Cost of Construction and Resulting Loss of Rents**

\$100,000 in the aggregate for all of the following unless a greater limit of insurance for Ordinance or Law is shown on the Declarations Page:

- (1) any increase of the cost to repair or replace a damaged or destroyed covered structure which results from the

enforcement of any ordinance, law or code regulating the use, repair or construction of that structure; and

- (2) any increase in the amount of loss of rents resulting from a delay caused by the enforcement of any ordinance, law or code regulating the use, repair or construction of the damaged or destroyed covered structure.

\$2,500 is the most **we** will pay because of the enforcement of any ordinance, law or code in effect at the time of the loss or damage which requires compliance even in the absence of damage to the structure.

This additional coverage applies only in the event that a covered structure is repaired or replaced at the same location.

e. **Debris Removal**

\$250,000 for increases in otherwise covered loss incurred to remove debris of covered property including the expense necessarily incurred to demolish and remove the debris of any undamaged portion of the damaged covered structure where such increased expenses are incurred because:

- (1) of the enforcement of any ordinance, law or code requiring that the undamaged portion of the damaged covered structure be demolished; or
- (2) it is not economical to repair the damaged covered structure.

f. **Trees, Shrubs and other Plants**

\$5,000 in the aggregate for **your** trees, shrubs and other plants not to exceed \$1,000 for any one tree, shrub or other plant.

## SECTION I - BUSINESS PROPERTY AND RENTS

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g. **Fire Department Service Charges**

\$5,000 for fire department service charges for which **you** are liable when the fire department is called and responds to save or protect covered property.

h. **Fire Protection Devices Recharging Expense**

\$5,000 in the aggregate for expenses actually and necessarily incurred:

- (1) to recharge **your** fire protection devices; and
- (2) for which **you** are liable to the local water department for water discharged because of a fire by an automatic sprinkler system or fire hoses which are a permanent part of a covered structure.

i. **Your Business Personal Property and Business Personal Property of Others**

\$25,000 in the aggregate for:

- (1) **your** covered business personal property; and
- (2) business personal property of others which is in **your** care, custody or control and for which **you** are legally liable; and

that is used to maintain, service, or repair covered structures. This

coverage does not apply to personal property of **your** employees or tenants.

j. **Money, Money Orders, Checks, Travelers Checks and Stamps**

\$5,000 in the aggregate for money, money orders, checks, travelers checks and stamps all used in connection with the ownership or management of covered structures.

k. **Extraction of Pollutants**

\$25,000 for expenses necessarily incurred to extract **pollutants** from land or water at the location of a covered structure. **We** will pay these expenses only if reported to **us** in writing within one hundred eighty (180) days of the date of the **accident**. This limit of insurance is the most **we** will pay for all such expense incurred in any one twelve (12) month policy period.

3. **Consequential Rents**

\$100,000 for **your** loss of or reduction in rent resulting from an **accident** which causes direct physical loss of or damage to property not owned by **you** but which is situated within five hundred (500) feet of a location described on the Declarations Page. Coverage provided is subject to all other conditions of this policy.

---

### DEDUCTIBLE

Subject to the applicable limit of insurance, **we** will pay no more than the amount by which any loss exceeds the deductible

amount shown on the Declarations Page. This provision applies to each separately occurring loss.

---

### BASIS OF LOSS PAYMENT

Subject to the provisions contained in the LIMIT OF INSURANCE section and subject to all other terms and conditions of this policy the amount **we** will pay is calculated as follows:

1. **Structures**

- a. If a damaged or totally destroyed structure is not repaired or replaced, payment will be limited to the loss of actual cash value at the time and place of loss, with due consideration for depreciation from all sources



## SECTION I - BUSINESS PROPERTY AND RENTS

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however caused. Payment will not exceed the amount it would cost to repair or replace the damaged or totally destroyed structure with material of like kind, quality and use at the place of the loss and within a reasonable time after the loss.

- b. If a damaged structure is repaired or if a totally destroyed structure is replaced at the same location, payment will be limited to the amount actually and necessarily expended to repair the damaged structure or to replace the totally destroyed structure with a new structure of like kind, quality and use. Regardless of when **you** do complete repair or replacement, the amount **we** will pay is limited to the amount required to repair or replace within a reasonable time after the loss.
- c. **You** may replace a totally destroyed structure by building a new structure elsewhere. If **you** do so, payment will be limited to the lesser of the following:
  - (1) the amount actually and necessarily expended to replace elsewhere within a reasonable time after the loss with a new structure of like kind, quality and use; or
  - (2) the amount that would be necessarily expended to replace within a reasonable time after the loss with a new structure of like kind, quality and use at the place of the loss.
- d. **You** may replace a totally destroyed structure by purchasing an existing structure elsewhere. If **you** do so, payment will be limited to the lesser of the following:
  - (1) the amount reasonably required and actually expended to purchase within a reasonable time after the loss a structure of

like kind, quality and use as the structure totally destroyed; or

- (2) the amount that would be necessarily expended to replace within a reasonable time after the loss with a new structure of like kind, quality and use at the place of the loss and within a reasonable time after the loss.

In no event will **we** pay for the value of land.

**You** may first make claim for the loss under paragraph a. and, within one (1) year from the payment of that loss, make claim for any additional amount then payable by reason of b., c. or d.

### 2. **Your Personal Property and Personal Property of Your Employees**

- a. If lost or damaged property is not repaired or replaced, payment will be limited to the loss of actual cash value with due consideration for depreciation from all sources however caused. Payment will not exceed the amount which it would cost to repair or replace the lost or damaged property with property of like kind, quality and use.
- b. If lost or damaged property is repaired or replaced, payment will be limited to the amount actually and necessarily expended to repair or replace the property with new property of like kind, quality and use.

**You** may first make claim for the loss under paragraph a. and, within one (1) year from the payment of that loss, make claim for any additional amount then payable by reason of b.

### 3. **Trees, Shrubs and Other Plants**

**We** will pay the amount actually and necessarily spent to replace lost or damaged trees, shrubs and other plants or, if not replaced, the amount actually and necessarily spent for removal of debris of such property.

## SECTION I - BUSINESS PROPERTY AND RENTS

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### 4 Personal Property of Others, Except Employees

We will pay the amount for which **you** are legally liable.

### 5. Rents

We will pay:

- a. **your** net loss of rental income; and
- b. rents accrued but rendered uncollectible by reason of a covered loss at a location described on the Declarations Page; and
- c. **your** extra expenses necessarily incurred to minimize **your** rental income loss, but only to the extent that the rental income loss **we** would otherwise pay is reduced.

The amount **we** will pay is further limited as follows:

#### Time Periods for which Loss of Rents may be Covered

- a. If the damaged or totally destroyed property is not repaired or replaced, or if it is repaired or replaced at the same premises, **we** will pay for the time during which the property could be repaired or replaced at the same location with property of like kind, quality and use with the exercise of due diligence and dispatch.
- b. If a covered structure is totally destroyed and is replaced elsewhere

by the construction or purchase of another structure of like kind, quality and use, **we** will pay for the time during which the structure could be so replaced elsewhere not to exceed the time specified in a. above for the replacement of property at the same location.

- c. **We** will also pay **your** net, actual loss of rents which continues beyond the time required to repair or replace the property at that same location for a period no greater than one hundred eighty (180) days if :

1. the damaged or totally destroyed property is actually replaced with property of like kind, quality and use; and
2. repair or replacement is accomplished with the exercise of due diligence and dispatch; and
3. **you** have exercised and continue to exercise due diligence to minimize the loss of rents.

- d. In no event will **we** pay for more than twenty four (24) months of incurred net loss of rental income.

The period of time **we** use to determine **your** loss of rents is not limited by the expiration date of the policy.

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## PROPERTY NOT COVERED

We do not cover:

1. Land and land values.
2. Motor vehicles or trailers licensed for road use including their equipment.
3. Watercraft.
4. Aircraft.
5. Animals.

6. Fur, fur garments, watches, jewelry, precious and semi-precious stones and precious metals, including silver.
7. Money, money orders, checks, travelers checks and stamps except as provided for in 2.j. of the ADDITIONAL COVERAGES section.

## SECTION I - BUSINESS PROPERTY AND RENTS

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### LOSSES NOT COVERED

1. **We** do not insure **you** against loss of or damage to covered property resulting from or caused, directly or indirectly, proximately or remotely, by any of the following. Such loss or damage is not covered regardless of any **accident** that contributes concurrently or in any sequence to such loss or damage:
  - a. Earth movement other than **sinkhole collapse**. Earth movement includes earthquake, volcanic eruption, landslide, mudflow, subsidence and earth sinking, rising or shifting. If fire, explosion or **volcanic action** ensues, **we** will be liable only for the ensuing direct loss or damage from the fire, explosion or **volcanic action**.
  - b. (1) Flood, overflow of any body of water, surface water, waves, tides, tidal waves or spray from any of them even if driven by wind; or  
(2) water that backs up or overflows from a sewer, drain or sump; or  
(3) underground water including water which presses on, flows or seeps through foundations, walls or floors or paved surfaces, or into unpaved basements.  
  
But if fire or explosion ensues, **we** will be liable only for the ensuing direct loss or damage from the fire or explosion.
  - c. Insects, vermin or rodents unless fire or explosion ensues and then **we** will be liable only for the ensuing direct loss or damage from the fire or explosion.
  - d. Theft by **you**, **your** employee(s) or, with the exception of carriers for hire, by anyone to whom covered property is entrusted. Ensuing loss by fire or explosion resulting from theft by **your** employee(s) or by anyone to whom covered property is entrusted is covered.
  - e. Shortage disclosed on taking inventory or unexplained or mysterious disappearance of covered property, except covered property in the custody of a carrier for hire.
  - f. Pollution caused by or resulting from the presence of or the release, discharge, escape, dispersal, seepage or migration of **pollutants** unless the presence, release, discharge, escape, dispersal, seepage or migration is caused by or results from fire, lightning, explosion, windstorm, hail, aircraft, vehicles, riot or civil commotion, vandalism or malicious mischief, sprinkler leakage, falling objects, **volcanic action** or weight of snow, sleet or ice.
  - g. Error in design, plans or specifications; faulty or defective workmanship or materials; latent or patent defect; or mechanical breakdown. If loss from fire, explosion, sprinkler leakage, falling objects, weight of snow, sleet or ice or **accidental** discharge of water not otherwise excluded from a plumbing, heating or air conditioning system which has cracked or broken apart ensues, **we** will pay for the ensuing loss. **We** will not, however, pay for the cost to correct the condition which causes such ensuing loss.
  - h. War, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; insurrection, rebellion, revolution, usurped power, or action taken by

## SECTION I - BUSINESS PROPERTY AND RENTS

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governmental authority in hindering or defending against any of these.

- i. Nuclear reaction or radiation, or radioactive contamination, however caused. But if nuclear reaction or radiation, or radioactive contamination results in fire, **we** will pay for the loss or damage caused by that fire.
2. In addition, **we** do not insure **you** against any of the following losses, however caused:
  - a. Delay, loss of use, loss of market, loss of business income or other consequential loss. This exclusion does not apply to loss of rents including accrued rents and extra expense provided for elsewhere in this policy.
  - b. Wear and tear, deterioration, rust, mold, wet or dry rot unless fire, explosion or damage from water not otherwise excluded ensues and then **we** will be liable only for the ensuing direct loss or damage from the fire, explosion or water not otherwise excluded.
  - c. Settling, cracking, shrinking, bulging or expanding of covered structures unless fire, explosion or breakage of glass constituting an integral part of the structure ensues and then **we** will be liable only for the ensuing

direct loss or damage from the fire, explosion or breakage of such glass.

- d. Except as provided for in items 2.d. and 2.e. of the ADDITIONAL COVERAGES section of this policy, **we** will not pay for any of the following:
  - (1) any increase of the cost to repair or construct a replacement of a damaged or destroyed covered structure which results from the enforcement of any ordinance, law or code regulating the use, repair or construction of that structure;
  - (2) the cost or expense, including the cost or expense of debris removal, of demolishing any undamaged portion of any damaged covered structure whether or not required by any ordinance, law or code;
  - (3) any increase in the amount of loss of rents resulting from the enforcement of any ordinance, law or code that results in a delay of the time required to repair or replace the damaged or destroyed covered structure beyond the time that would be required in the absence of such enforcement of any ordinance, law or code.

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### YOUR DUTIES FOLLOWING A LOSS

1. **You** must at **your** expense:
  - a. Give **us** written notice of any loss as soon as practicable.
  - b. File with **us** a detailed sworn statement of loss within ninety (90) days after the loss unless this time is extended by **us** in writing, setting forth to the best of **your** knowledge and belief:
    - (1) The time and cause of loss.
    - (2) **Your** interest and that of all others in the property involved.
- (3) Other policies of insurance that may cover the loss.
- (4) Changes in title or occupancy of the property during the term of this policy.
- (5) Specifications of any damaged structures, detailed estimates for repair of the damage and the amount **you** claim for the repair under this policy.
- (6) The amount claimed for replacement of trees, shrubs and other plants or for the removal of

## SECTION I - BUSINESS PROPERTY AND RENTS

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debris of such property accompanied by all exhibits necessary to support that amount.

- (7) An inventory of damaged, covered personal property and the amount **you** claim for that property under this policy accompanied by all exhibits necessary to support that amount.

- (8) The amount claimed for rents including accrued rents and extra expenses accompanied by all exhibits necessary to support that amount.

- c. Do all things and produce all documents reasonably required to establish values, loss and damage and coverage for the loss.

2. **You** must at **our** expense submit and subscribe to examinations under oath by any person named by **us**.

---

### MANDATORY ARBITRATION

In case **we** fail to agree with **you** as to the meaning or effect of any provision of this policy or as to the amount payable in accordance with the express terms of this policy for any covered loss, the disagreement shall be resolved by binding arbitration in accordance with the statutory rules and procedures of the state in which the property is located. Should an arbitration under the terms of this clause result in any of the following, **we** will reimburse **you** for expenses actually incurred by **you** with respect to the arbitration, including reasonable attorney's fees, in a sum to be determined by the arbitrator(s):

1. a finding of coverage for claimed loss or damage for which coverage is denied by **us**;
2. a finding that **you** are entitled to a loss payment in accordance with the express terms of this policy and exclusive of costs or attorney's fees in an amount that exceeds the amount of any offer made by **us** in writing to settle **your** claim at any time up to thirty (30) days prior to the commencement of the arbitration.

The provisions of this clause are mandatory and may be enforced either by **you** or by **us**.

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### COMPANY'S OPTION

**We** may at **our** option to take all, or any part, of the property at the agreed or appraised value or to repair or replace the property with other property of like kind and

quality within a reasonable time provided **we** give notice of **our** intention to do so within thirty (30) days after receipt of the required statement of loss.

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### TIME LIMITATION FOR ACTION

No suit, demand for arbitration or other action on this policy for the recovery of any claim shall be sustainable in any court or other forum unless all the requirements of

this policy have been complied with and unless commenced within twelve (12) months after the inception of the loss.

## SECTION I - BUSINESS PROPERTY AND RENTS

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### PROPERTY OF OTHERS

At **our** option **we** may adjust losses with the owner of the property. Any payment made by **us** will be limited to the owner's financial interest in the lost or damaged property and will satisfy **your** claim against **us**. If legal proceedings are taken to enforce a claim

against **you** for any such loss or damage, **we** reserve the right to conduct and control the defense on **your** behalf. No action by **us** in such regard will increase **our** liability under this policy or increase the limits specified in this policy.

### EXAMINATION OF YOUR BOOKS AND RECORDS

**We** may examine and audit **your** books and records as they relate to this policy at any time during the policy period and up to three

(3) years after the cancellation or expiration of this policy whichever is first.

### WHEN LOSS IS PAYABLE

The amount for which **we** are liable will be payable within thirty (30) days after the required statement of loss is received and

agreed to in writing by **us** or an arbitration award is received by **us**.

### MORTGAGEE INTEREST AND OBLIGATIONS

Loss will be payable to a mortgagee named on the Declarations Page subject to its mortgage interest in the covered property. As to that mortgage interest, this insurance will not be affected by any:

1. Act or neglect of the mortgagor or owner of the covered property.
2. Foreclosure or other proceeding or notice of sale relating to the covered property.
3. Change in title or ownership of the covered property.

In case the mortgagor or owner neglects to pay any premium due under this policy, the mortgagee must, on demand, pay that premium.

If **you** fail to render a statement of loss, a named mortgagee, upon notice, may do so

within sixty (60) days thereafter. In that event, the mortgagee must comply with all provisions of this policy.

If **we** cancel this policy any named mortgagee will be notified in accordance with the cancellation provisions of this policy.

To the extent of any payment for loss under this policy which **we** make to any mortgagee and for which **we** claim **we** are not liable to the mortgagor or owner, **we** will be subrogated to all of the rights of the mortgagee under the mortgage. Or **we** may pay the whole mortgage debt including accrued interest in return for a full assignment and transfer of the mortgage and all other securities for that debt.

### TIME OF LOSS

This policy applies only to losses which occur during the policy period shown on the

Declarations Page.

## SECTION I - BUSINESS PROPERTY AND RENTS

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### OTHER INSURANCE

We will not pay a greater portion of any loss than the limit of insurance for the loss under this policy bears to the total of the limits of insurance for the loss under all policies which cover the loss or which would cover the loss

but for the existence of this policy, except insurance written specifically to cover as excess over the limits of insurance that apply in this policy.

---

### RECOVERY FROM THIRD PARTIES

1. You may waive **your** rights of recovery against any party in writing before an **accident**.
2. Within ninety (90) days after an **accident**, **you** may waive **your** rights of recovery against any party who at the time of the **accident** is:
  - a. Shown on the Declarations Page.
  - b. Your tenant.

- c. Owned or controlled by **you** because of **your** financial investment in that party.
- d. Owns or controls **you** because of financial investment in **you** by that party.

Subject to the above **we** may require an assignment of **your** rights of recovery against any party for loss to the extent that payment for that loss is made by **us**.

---

### SALVAGE AND RECOVERY

You are entitled to complete reimbursement for loss before **we** are entitled to any proceeds from any recovery from third parties or salvage recovery. If a recovery is realized,

**you** must share recovery expenses **we** incur to the extent of each party's proportionate interest.

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### NO BENEFIT TO BAILEE

This insurance may not directly or indirectly

benefit any carrier or other bailee.

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### ADDITIONAL CONDITIONS

For additional conditions refer to page 22, COMMON POLICY CONDITIONS - Applying

to Section I and Section II.

## SECTION II - BUSINESS LIABILITY

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### PREMISES LIABILITY COVERAGE

We will pay all sums that the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies.

This insurance applies only to **bodily injury** or **property damage**:

1. That occurs during the policy period; and
2. That is caused by an **occurrence** which takes place at or arises from the ownership, maintenance or use of an **insured premises** as a rental property or held as vacant land.

We have the right and duty to defend any claim or suit seeking covered damages. **We**

may investigate and settle any claim or suit at **our** discretion but:

1. The amount **we** will pay for damages is limited as described in LIMITS OF INSURANCE of Section II - CONDITIONS.
2. **Our** right and duty to defend ends when **we** have used up the applicable limit of insurance in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under SUPPLEMENTARY PAYMENTS of Section II - CONDITIONS.

---

### EXCLUSIONS

This insurance does not apply to:

1. **Bodily injury** or **property damage** expected or intended from the standpoint of any **insured**. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.
2. **Bodily injury** or **property damage** arising out of any contract other than an **insured contract**.
3. **Bodily injury** or **property damage** arising out of any premises owned, rented or controlled by any **insured** other than an **insured premises**.
4. Any obligation of any **insured** under a workers compensation, disability benefits or unemployment compensation law or any similar law.
5. **Bodily injury** to:
  - a. An employee of any **insured** arising out of and in the course of employment by any **insured**.
  - b. The spouse, child, parent, brother or sister of an employee as a consequence of an injury to that employee.

This exclusion applies whether any **insured** may be liable as an employer or in any other capacity and applies to any obligation to share damages with or repay someone else who must pay damages because of the injury. This exclusion does not apply to liability assumed by **you** under an **insured contract**.

6. **Bodily injury** or **property damage** arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**. This exclusion does not apply to:
  - a. **bodily injury** or **property damage** caused by heat, smoke or fumes from a hostile fire. A hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be; or
  - b. **bodily injury** that is sustained within a building at an **insured premises** and that is caused by smoke, fumes, vapors or soot from equipment used to heat such building.
7. Any loss, cost or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove,



## SECTION II - BUSINESS LIABILITY

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contain, treat, detoxify or neutralize pollutants.

8. **Bodily injury or property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to any **insured**. Use includes loading or unloading. This exclusion does not apply to watercraft while ashore at an **insured premises**.
9. **Bodily injury or property damage** as set forth in the NUCLEAR EXCLUSION of Section II - CONDITIONS.
10. **Bodily injury or property damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
11. **Bodily injury or property damage** arising out of any business or professional activities conducted by any **insured** other than the ownership, maintenance or use of the **insured premises** as a rental property or held as vacant land.
12. **Property damage** to:
  - a. Property **you** own, rent or occupy.
  - b. Premises **you** have sold, given away or abandoned if the **property damage**

arises out of any part of those premises.

- c. Property loaned to **you**.
- d. Personal property in the care, custody or control of any **insured**.
13. Any amount payable by any **insured** to others as a result of a punitive or exemplary damages judgement against any **insured**.
14. **Bodily injury or property damage** sustained by any **insured**.
15. **Bodily injury or property damage** arising out of fraud committed by any **insured**.
16. **Bodily injury or property damage** arising out of willful injury by any **insured** to the property or person of another.
17. **Bodily injury or property damage** arising out of willful violation of a penal statute or ordinance committed by or with the consent of any **insured**.
18. **Bodily injury** arising out of communicable disease of any kind transmitted by any **insured** including sexually transmitted disease.
19. **Bodily injury** arising out of sexual molestation, corporal punishment or abuse.

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## PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

We will pay all sums that the **insured** becomes legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this insurance applies.

This insurance applies only to **personal injury** or **advertising injury** caused by an act which:

1. Takes place in the **coverage territory**; and
2. Takes place during the policy period; and

3. Arises out of the ownership, maintenance or use of an **insured premises** as a rental property or held as vacant land.

We have the right and duty to defend any claim or suit seeking covered damages. We may investigate and settle any claim or suit at our discretion but:

1. The amount we will pay for damages is limited as described in LIMITS OF INSURANCE of Section II - CONDITIONS.

## SECTION II - BUSINESS LIABILITY

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2. **Our** right and duty to defend ends when **we** have used up the applicable limit of insurance in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under SUPPLEMENTARY PAYMENTS of Section II - CONDITIONS.

---

### EXCLUSIONS

1. Exclusions which appear as paragraphs 1 through 19 under the heading EXCLUSIONS following the PREMISES LIABILITY COVERAGE section also apply to **personal injury** or **advertising injury**. In addition this insurance does not apply to **personal injury** or **advertising injury**:
- a. Arising out of oral or written publication of material if done by or at the direction of any **insured** with knowledge of its falsity.
  - b. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
  - c. Arising out of any business or professional activity conducted by **you** other than the ownership or management of the **insured premises** as a rental property or held as vacant land
  - d. Arising out of fraud committed by any **insured**.
  - e. Arising out of willful injury by any

**insured** to the person or property of another.

- f. Caused by the willful act of any **insured** but sums awarded as damages because of negligence are not excluded.
  - g. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **insured**.
  - h. For which the **insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **insured** would have in the absence of the contract or agreement.
  - i. Sustained by any **insured**.
  - j. Arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants** at or from the **insured premises**.
2. This insurance does not apply to any punitive or exemplary damages judgement against any **insured**.
- 

### NON-OWNED AUTO LIABILITY COVERAGE

This coverage is optional and applies only if so stated on the Declarations Page.

**We** will pay all sums that the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies.

This insurance applies only to **bodily injury** or **property damage** that:

- 1. Occurs during the policy period; and
- 2. Is caused by an **occurrence** which takes place at or arises from the ownership, maintenance or use of an **insured**

**premises** as a rental property or held as vacant land; and

- 3. Arises out of the use of a **non-owned auto** by any person other than **you** in connection with the ownership, maintenance or use of an **insured premises** as a rental property or held as vacant land.

**We** have the right and duty to defend any claim or suit seeking covered damages. **We** may investigate and settle any claim or suit at **our** discretion but:

## SECTION II - BUSINESS LIABILITY

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1. The amount **we** will pay for damages is limited as described in LIMITS OF INSURANCE of Section II - CONDITIONS.
2. **Our** right and duty to defend ends when **we** have used up the applicable limit of

insurance in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under SUPPLEMENTARY PAYMENTS of Section II - CONDITIONS.

---

### EXCLUSIONS

Exclusions which appear as Paragraphs, 1, 2, 3, 4, 5, 6, 7, 9, 11, 13, 14, 15, 16, 17, 18, and 19 under the heading EXCLUSIONS following the PREMISES LIABILITY COVERAGE section also apply to this coverage section of the policy. In addition this insurance does not apply to:

1. **Bodily injury** or **property damage** arising out of the maintenance, operation, use, loading or unloading of any

**non-owned auto** used in any business or professional activity other than the management of the **insured premises**.

2. **Property damage** to:

- a. Property owned or being transported by, or rented or loaned to any **insured**.
- b. Property in the care, custody or control of any **insured**.

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### PREMISES MEDICAL PAYMENTS COVERAGE

**We** will pay medical and funeral expenses which result from **bodily injury** sustained at the **insured premises** and caused by an **accident** provided that:

1. The **accident** takes place during the policy period; and
2. The **accident** takes place at an **insured premises**; and

3. The expenses are incurred and reported to **us** within one (1) year of the date of the **accident**; and
4. The injured person submits to examination, at **our** expense, by physicians of **our** choice as often as **we** require.

---

### EXCLUSIONS

This insurance does not apply to **bodily injury** to any person:

1. Who is an **insured**.
2. Hired to do work for or on behalf of any **insured**.
3. Who is a tenant or an employee of a tenant of any **insured**.
4. Who is an employee of any **insured**, if benefits for the **bodily injury** are payable or must be provided under a workers compensation or disability benefits law or a similar law.
5. Who is injured while taking part in athletics.

6. Who is injured due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
7. To whom the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement other than an **insured contract**.
8. Whose injuries arise out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to any **insured**. Use includes loading or unloading.
9. Whose injuries arise out of any business or professional activities conducted by any

## SECTION II - BUSINESS LIABILITY

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**insured** other than the management of the **insured premises** as a rental property or held as vacant land.

10. Whose injuries arise from the presence of or the actual, alleged or threatened release, discharge, escape, dispersal,

seepage or migration of **pollutants** at or from the **insured premises**.

11. Who suffers **bodily injury** from any cause set forth in the NUCLEAR EXCLUSION of Section II - CONDITIONS.

## SECTION II - CONDITIONS - BUSINESS LIABILITY COVERAGES

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### SUPPLEMENTARY PAYMENTS

With respect to any claim or suit **we** defend under Section II of this policy, **we** will pay in addition to the limit of insurance shown on the Declarations Page:

1. All expenses **we** incur.
2. Up to \$1,000 for the cost of bail bonds required because of **accidents** or traffic law violations arising out of the use of any vehicle to which **bodily injury** liability coverage applies. **We** do not have to furnish or obtain these bonds.
3. The premium for bonds to release attachments but only for bond amounts within the Business Liability limit of insurance shown on the Declarations Page. **We** do not have to furnish or obtain these bonds.
4. All reasonable expenses incurred by the **insured** at our request to assist **us** in the

investigation or defense of the claim or suit including actual loss of earnings of up to \$250 a day because of time off from work.

5. All costs taxed against the **insured** in the suit.
6. Pre-judgement interest awarded against the **insured** on that part of the judgement **we** pay. If **we** make an offer to pay the applicable limit of insurance, **we** will not pay any pre-judgement interest based on that period of time after the offer.
7. All interest on the full amount of any judgement that accrues after entry of the judgement and before **we** have paid, offered to pay, or deposited in court the part of the judgement that is within the applicable limit of insurance.

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### LIMITS OF INSURANCE

1. Each **Occurrence** or Act

The most **we** will pay for the sum of all damages to which this policy applies as a result of any one **occurrence** or any one act is the Business Liability limit shown on the Declarations Page regardless of the number of:

- a. **Insureds**.
- b. Claims made or suits brought.
- c. Persons or organizations making claims or bringing suits.
- d. Policies issued by **us** to any **insured**. If such other policies exist, the maximum limit of this Company's liability shall not exceed the highest limit set forth in any one such policy.
- e. Coverages applicable to any **occurrence** or act.

2. All **Occurrences** or Acts

The most **we** will pay for all damages to which this policy applies, regardless of the

number of **occurrences** or acts that take place during any consecutive policy period of twelve (12) months or less, is the aggregate limit for Business Liability shown on the Declarations Page. With respect to Premises Liability Coverage only, this annual aggregate limit of insurance applies separately to each location described on the Declarations Page.

With respect to items 1. and 2. above all **bodily injury** or **property damage** resulting from any one **accident** including continuous or repeated exposure to the same harmful conditions shall be considered to be the result of one **occurrence**.

3. The most **we** will pay for medical and funeral expenses as provided under PREMISES MEDICAL PAYMENTS COVERAGE for any one **accident** is the Premises Medical Payments limit shown on the Declarations Page.

## SECTION II - CONDITIONS - BUSINESS LIABILITY COVERAGES

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### YOUR DUTIES IN THE EVENT OF AN OCCURRENCE, ACT, CLAIM OR SUIT

1. You must promptly notify **us** of an incident or event that may result in a claim. Notice should include:
  - a. How, when and where the incident or event took place.
  - b. The names and addresses of any injured person and witness.
2. If a claim is made or suit is brought against any **insured**, **we** must be promptly notified in writing and **you** and any other involved **insured** must:
  - a. Immediately send **us** copies of any demands, notices, summonses or other legal papers received in connection with the claim or suit.
  - b. Authorize **us** to obtain records and other information.
  - c. Cooperate with **us** in the investigation, settlement or defense of the claim or suit.
  - d. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization that may be liable to any **insured** because of injury or damage to which this insurance may also apply.
3. No **insured** shall, except at the **insured's** own cost, make a payment, assume any obligation or incur any expense, other than for first aid, without **our** consent.

---

### OTHER INSURANCE

The insurance provided by this policy is excess over any other insurance except insurance specifically written to cover as excess over the limits of this policy. **We** have no duty to defend any claim or suit that

any other insurer has a duty to defend. If no other insurer defends, **we** will undertake to do so but **we** will be entitled to the **insured's** rights against any such other insurers.

---

### TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the **insured** has rights to recover all or part of any payment **we** have made under this policy, those rights shall be transferred to **us**. The **insured** shall do nothing to impair said

rights. At **our** request, the **insured** shall help **us** to enforce them. This condition does not apply to PREMISES MEDICAL PAYMENTS COVERAGE.

---

### TRANSFER OF YOUR RIGHTS AND DUTIES

**Your** rights and duties under this policy may not be transferred without **our** written consent, except in the case of death of an individual named **insured**.

If **you** die, **your** rights and duties will be transferred to **your** legal representative but

only while acting within the scope of duties as **your** legal representative. Until **your** legal representative is appointed, anyone having proper, temporary custody of **your** property will have **your** rights and duties but only with respect to that property.

---

### BANKRUPTCY

Bankruptcy or insolvency of any **insured** or any **insured's** estate will not relieve **us** of

**our** obligations.

## SECTION II - CONDITIONS - BUSINESS LIABILITY COVERAGES

---

### LEGAL ACTION AGAINST US

1. No person or organization has a right under this policy:
  - a. To join **us** as a party or otherwise bring **us** into a suit asking for damages from any **insured**.
  - b. To sue **us** on this policy unless all of its terms have been fully complied with.
2. A person or organization may sue **us** to recover on an agreed settlement or on a final judgment against any **insured** obtained after an actual trial but **we** will not be liable for damages that are not payable under the terms of this policy. An agreed settlement means a settlement and release of liability signed by **us**, the **insured** and the claimant or the claimant's legal representative.

---

### SEPARATION OF INSURED

Except with respect to the Limits of Insurance, this insurance applies separately to each

**insured** against whom claim is made or suit is brought.

---

### NUCLEAR EXCLUSION

This policy does not apply:

1. Under any Liability Coverage, to **bodily injury** or **property damage**:
  - a. With respect to which an **insured** under this policy is also an **insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. Resulting from the hazardous properties of nuclear material and with respect to which:
    - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
    - (2) The **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under Medical Payments Coverage, to expenses incurred with respect to **bodily injury** resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the hazardous properties of nuclear material; if:
  - a. The nuclear material is at any nuclear facility owned by, or operated by or on behalf of an **insured**; or
  - b. The nuclear material has been discharged or dispersed therefrom; or
  - c. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
  - d. The **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any

## SECTION II - CONDITIONS - BUSINESS LIABILITY COVERAGES

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nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion d. applies only to **property damage** to such nuclear facility and any property thereat.

As used in this exclusion:

1. By-product material has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof.
2. Hazardous properties include radioactive, toxic or explosive properties.
3. Nuclear facility means:
  - a. Any nuclear reactor.
  - b. Any equipment or device designed or used for:
    - (1) Separating the isotopes of uranium or plutonium; or
    - (2) Processing or utilizing spent fuel; or
    - (3) Handling, processing or packaging waste.
  - c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
  - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

4. Nuclear material means source material, special nuclear material or by-product material.
5. Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
6. **Property damage** includes all forms of radioactive contamination of property.
7. Source material has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof.
8. Special nuclear material has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof.
9. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
10. Waste means any waste material:
  - a. Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
  - b. Resulting from the operation by any person or organization of any nuclear facility included under Paragraphs a. and b. of the definition of nuclear facility.

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### ADDITIONAL CONDITIONS

For additional conditions refer to page 22,  
COMMON POLICY CONDITIONS - Applying

to Section I and Section II.



## COMMON POLICY CONDITIONS

### Applying to Section I and Section II

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#### CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy shall be void if any insured, whether before or after a loss, has intentionally concealed or misrepresented any

material fact or circumstance or made false statements or engaged in fraudulent conduct relating to this insurance.

---

#### CANCELLATION AND NON-RENEWAL

1. **You** may cancel this policy at any time by returning it to **us** or by notifying **us** in writing of the date cancellation is to take effect.

Any pro-rata premium due **you** will be refunded within a reasonable time after the cancellation takes effect.

2. **We** may:

- a. Cancel this policy for non-payment of premium by giving **you** fifteen (15) days written notice; or
- b. non-renew this policy for any reason by giving **you** at least sixty (60) days,

but not more than one hundred twenty (120) days, written notice to be effective at the next anniversary or expiration date of the policy whichever is first.

**We** will also mail such notice of cancellation or non-renewal to each mortgagee or other person or entity shown on this policy to have an insurable interest in the covered property.

**We** will state the reason for cancellation or non-renewal on the written notice.

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#### WAIVER OR CHANGE OF POLICY CONDITIONS

This policy contains all the agreements between **you** and **us** concerning this insurance. A waiver or change of any

provision of this policy must be in writing by **us** to be valid.

## DEFINITIONS

### Applying to Section I and Section II

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Words which appear in bold print, other than titles and headings, have the meaning given them in this section.

1. **Accident** means an undesigned, unexpected and rapidly occurring event.
2. **Advertising Injury** means injury resulting from an oral or written publication of material that disparages a person's or organization's goods, products or services.
3. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
4. **Bodily Injury** means **bodily injury** and sickness or disease sustained by a person, including death resulting from any of these at any time.
5. **Coverage Territory** means:
  - a. The United States of America, its territories and possessions, Puerto Rico and Canada.
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above.
  - c. All parts of the world if:
    - (1) The injury or damage arises out of the activities of a person whose home is in the territory described in a. above but is away for a short time on **your** business; and
    - (2) The **insured's** responsibility to pay damages is determined in a suit on the merits in the territory described in a. above or in a settlement to which **we** agree.
6. **Insured** means:
  - a. As to PREMISES LIABILITY, PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGES
    - (1) An individual shown on the Declarations Page and his or her spouse but only with respect to the ownership, maintenance or use of the **insured premises** as a rental property or held as vacant land.
    - (2) A partnership or joint venture shown on the Declarations Page, its partners, members and the spouses thereof but only with respect to the ownership, maintenance or use of the **insured premises** as a rental property or held as vacant land.
    - (3) A trust shown on the Declarations Page, its trustees, trustors and beneficiaries but only with respect to the ownership, maintenance or use of the **insured premises** as a rental property or held as vacant land.
    - (4) Any organization, other than a partnership, joint venture or trust, shown on the Declarations Page, its executive officers, stockholders and members and managers of a limited liability company but only with respect to the ownership, maintenance or use of the **insured premises** as a rental property or held as vacant land.
    - (5) **Your** employees, but only for acts within the scope of their employment by **you** in connection with the ownership, maintenance or use of the **insured premises** as a rental property or held as vacant land.
    - (6) Any person or organization while acting as **your** real estate manager for an **insured premises**.

## DEFINITIONS

### Applying to Section I and Section II

- 
- (7) Any person or organization having lawful, temporary custody of **your** property if **you** die.
- (8) **Your** legal representative if **you** die but only with respect to duties as such. That representative will have all **your** rights and duties under this policy.
- b. As to NON-OWNED AUTO LIABILITY COVERAGE
- (1) **You**.
- (2) **Your** partner(s) or executive officer(s) while using a **non-owned auto** in connection with the ownership, maintenance or use of the **insured premises** as a rental property or held as vacant land.
- (3) Trustees, trustors, and beneficiaries of a trust shown on the Declarations Page while using a **non-owned auto** in connection with the ownership, maintenance or use of the **insured premises** as a rental property or held as vacant land.
- (4) Members and managers of a limited liability company shown on the Declarations Page while using a **non-owned auto** in connection with the ownership, maintenance or use of the **insured premises** as a rental property or held as vacant land.
- None of the following is an **insured**:
- (1) Any person engaged in the business of his or her employer for **bodily injury** to any co-employee of such person injured in the course of employment.
- (2) Any partner or executive officer for any **auto** owned by such partner or officer or a member of his or her household.
- (3) Any trustee, trustor, or beneficiary of a trust shown on the Declarations Page for any **auto** owned by such trustee, trustor, or beneficiary or a member of his or her household.
- (4) **Your** stockholders for any **auto** owned by such stockholders or members of their households.
- (5) Any member or manager of a limited liability company shown on the Declarations Page for any **auto** owned by such member or manager or a member of his or her household.
- (6) The owner of a **non-owned auto** or any agent or employee of any such owner.
- (7) Any person or organization for the conduct of any current or past partnership or joint venture not shown on the Declarations Page.
7. **Insured Contract** means that part of any contract pertaining to the ownership, maintenance or use of an **insured premises** as a rental property under which **you** assume the tort liability of another to pay damages because of **bodily injury** or **property damage** to a third person or organization if the contract is made prior to the **bodily injury** or **property damage**.
- An **insured contract** does not include:
- a. A contract or agreement that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications.
- (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

## DEFINITIONS

### Applying to Section I and Section II

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- b. A contract or agreement that pertains to the loan, lease or rental of an **auto** to **you**.
- c. A contract with any other **insured**.
- 8. **Insured Premises** means:
  - a. The premises described on the Declarations Page.
  - b. Premises sold, given away or abandoned if possession has been relinquished to others.
  - c. Any premises which **you** acquire during the policy period provided that no other insurance applies. This insurance ceases ninety (90) days after the date **you** acquire the premises. An additional premium, computed by using the rates and rules in effect at the date of acquisition, will be charged for the period of time **we** provide insurance.
- 9. **Non-Owned Auto** means any **auto you** do not own, lease, hire or borrow. However, if **you** are:
  - a. a partnership, a **non-owned auto** does not include any **auto** owned by any partner of the partnership;
  - b. a trust, a **non-owned auto** does not include any **auto** owned by any trustor, trustee or beneficiary of the trust;
  - c. a limited liability company, a **non-owned auto** does not include any **auto** owned by any member or manager of the limited liability company;
  - d. any other organization, a **non-owned auto** does not include any **auto** owned by any executive officer or stockholder of the organization.
- 10. **Occurrence** means an **accident**. With respect to Section II - Business Liability Coverages only, an **accident** includes continuous or repeated exposure to the same harmful conditions.
- 11. **Our** refers to the Company providing this insurance.
- 12. **Personal Injury** means injury, other than **bodily injury**, arising out of one or more of the following acts:
  - a. False arrest, detention or imprisonment.
  - b. Malicious prosecution.
  - c. Wrongful entry into premises that a person occupies or eviction of a person from premises that the person occupies.
  - d. Oral or written publication of material that slanders or libels a person or organization.
  - e. Oral or written publication of material that violates a person's right of privacy.
- 13. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 14. **Property damage** means:
  - a. Physical injury to tangible property including resulting loss of use of that property.
  - b. Loss of use of tangible property that is not physically injured.
- 15. **Sinkhole collapse** means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations. It does not include sinking or collapse of land into manmade underground cavities nor the cost of filling sinkholes.
- 16. **Us** refers to the Company providing this insurance.
- 17. **Volcanic action** means lava flow, airborne shock waves, ash, dust or other particulate matter caused by or resulting from volcanic eruption.

## DEFINITIONS

### Applying to Section I and Section II

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18. **We** refers to the Company providing this insurance.
19. **You** and **yours** refer to the person or entity shown on the Declarations Page as an insured.

Policy No.  
2420104



Policy No.  
2420104

**Policy Period**

From: 9/25/2000

To: 9/25/2001

At 12:01 A.M.

Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
340 Pine Street, San Francisco, CA 94104

**Endorsement**

**INSURED:**

Claudette A. Earl

PRVY-Controlled/Privacy

PRVY-Controlled/Privacy

**PRODUCER(10305)**

Menn, Van Kuik & Walker

1545 Wilshire Boulevard

Los Angeles, CA 90017-4501

**EFFECTIVE DATE: 05/01/01**

**REVISED TERM PREMIUM:**

**\$2,846.00**

**ADDED-LOCATION #2**

11862 BURKE ST

SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

**ADDED**

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures

\$768,000

Rents

\$154,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit

See Limits Table

Annual Aggregate Limit

See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:

See Limits Table

Each Accident:

See Limits Table

**DEDUCTIBLE**

Deductible Amount:

\$1,000

**FORMS**

DH 04-80 (01-99) Excl. of Certain Computer Related

DH 04-81 (01-99) Excl. - Year 2000 Computer-Related

DH 05-14 (11-99) Amendatory Endorsement

DH 05-15 (11-99) Amendatory Endorsement

DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures

\$640,000

# 71665  
7/11/01  
# 79700

**LIMITS TABLE****COMMERCIAL BUILDING OWNERS POLICY****SECTION II - Business Liability**

Business Liability: Per Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$3,000,000

Premises Medical Payments Limit - Each Person:	\$ 1,000
Each Accident:	\$25,000

AGENT SIGNATURE \_\_\_\_\_

By: Pasadena

# 4

Policy No.  
2420104



GREENWICH INSURANCE COMPANY  
GREENWICH, CONNECTICUT

Policy No.  
2420104

**Policy Period**

From: 9/25/2000 DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
To: 9/25/2001 340 Pine Street, San Francisco, CA 94104  
At 12:01 A.M.  
Standard Time

**INSURED:**

Claudette A. Earl  
PRVY-Controlled/Privacy

**PRODUCER(10305)**

Menn, Van Kuik & Walker  
1545 Wilshire Boulevard  
Los Angeles, CA 90017-4501

**TERM PREMIUM:**

\$866.00

# 71170  
10/4/00

**LOCATION #1**

11876 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures  
Rents

\$324,000  
\$65,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

\$1,000,000  
\$3,000,000

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:  
Each Accident:

\$ 1,000  
\$25,000

**DEDUCTIBLE**

Deductible Amount: \$5,000

**FORMS**

DH 04-80 (01-99) Excl. of Certain Computer Related  
DH 04-81 (01-99) Excl. - Year 2000 Computer-Related  
DH 04-82 (07-99) Earthquake Sprinkler Leakage Cov.  
DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$270,000



**LOCATION PREMIUM:****\$866**

By: Pasadena

# 1

THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY

## EXCLUSION OF CERTAIN COMPUTER RELATED LOSSES

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER EACH OF THE FOLLOWING COVERAGES THAT MAY BE AFFORDED BY THIS POLICY:

COVERAGE FOR LOSS OF OR DAMAGE TO PROPERTY  
COVERAGE FOR LOSS OF OR REDUCTION OF INCOME, PROFITS, OR RENTS  
COVERAGE FOR EXTRA EXPENSE:

A. **We** will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause, event or accident that contributes concurrently or in any sequence to the loss or damage:

1. The failure, malfunction or inadequacy of any of the following whether belonging to **you** or to others and regardless of where the property is located or where the failure, malfunction or inadequacy takes place:
  - a. electronic data processing equipment, computer hardware, microprocessors or computer chips;
  - b. microprocessors or computer chips that are part of or control the operation of any machine, appliance or electrical or mechanical device whether or not part of any computer system;
  - c. computer operating systems;
  - d. computer software or firmware
  - e. computer application programs;
  - f. computer networks;
  - g. computerized or electronic equipment or components;
  - h. any other product, service, data or function that directly or indirectly uses or relies upon or is affected in any manner any of the items listed in a. through g. above;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000. If fire or explosion ensues, **we** will, subject otherwise to all of the terms and conditions of the policy to which this endorsement is attached, pay only for the loss from the ensuing fire or explosion.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done to determine, rectify or test for any potential or actual problems described in paragraph A.1. a. through h. of this endorsement.

B. **We** will not pay for repair, replacement or modification of any items in Paragraphs A.1. and A.2. of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY

## EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS - WITH EXCEPTION FOR BODILY INJURY ON YOUR PREMISES

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER ALL LEGAL  
LIABILITY COVERAGES THAT MAY BE AFFORDED BY THIS POLICY:

The following exclusion is added:

This insurance does not apply to **bodily injury, property damage, personal injury or advertising injury** to which the policy to which this endorsement is attached might otherwise apply arising directly or indirectly out of:

1. Any actual or alleged failure, malfunction or inadequacy of any of the following whether belonging to **you** or to others and regardless of where the property is located or where the failure, malfunction or inadequacy takes place:
  - a. electronic data processing equipment, computer hardware, microprocessors or computer chips;
  - b. microprocessors or computer chips that are part of or control the operation of any machine, appliance or electrical or mechanical device whether or not part of any computer system;
  - c. computer operating systems;
  - d. computer software or firmware
  - e. computer application programs;
  - f. computer networks;
  - g. computerized or electronic equipment or components;
  - h. any other product, service, data or function that directly or indirectly uses or relies upon or is affected in any manner any of the items listed in a. through g. above;

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 or any subsequent date.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done to determine, rectify or test for any potential or actual problems described in paragraph 1., a. through h. of this endorsement.

This exclusion does not apply to **bodily injury** occurring on any premises owned by or rented to **you**.

Policy No.  
2420104



GREENWICH INSURANCE COMPANY  
GREENWICH, CONNECTICUT

Policy No.  
2420104

**Policy Period**

From: 9/25/2001 DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
To: 9/25/2002 340 Pine Street, San Francisco, CA 94104  
At 12:01 A.M.  
Standard Time

**Renewal Certificate**

**INSURED:**

Claudette A. Earl  
PRVY-Controlled/Privacy  
PRVY-Controlled/Privacy

**PRODUCER(10305)**

Menn, Van Kuik & Walker  
1545 Wilshire Boulevard  
Los Angeles, CA 90017-4501

**TERM PREMIUM:**

\$2,896.00 # 21761  
4/7/01

**LOCATION #1**

11876 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures  
Rents

\$332,000  
\$67,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

See Limits Table  
See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:  
Each Accident:

See Limits Table  
See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$5,000

**FORMS**

DH 04-80 (01-99) Excl. of Certain Computer Related  
DH 04-81 (01-99) Excl. - Year 2000 Computer-Related  
DH 04-82 (07-99) Earthquake Sprinkler Leakage Cov.  
DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$276,000

LOCATION PREMIUM: \$879

LOCATION #2  
11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

### COMMERCIAL BUILDING OWNERS POLICY

#### COVERAGE

#### LIMITS OF INSURANCE

##### SECTION I - Business Property and Rents

Structures	\$785,000
Rents	\$157,000

##### SECTION II - Business Liability

Business Liability: Per Occurrence Limit	See Limits Table
Annual Aggregate Limit	See Limits Table
Non-owned Auto Liability	NOT COVERED
Premises Medical Payments Limit - Each Person:	See Limits Table
Each Accident:	See Limits Table

#### DEDUCTIBLE

Deductible Amount: \$1,000

#### FORMS

DH 04-80 (01-99) Excl. of Certain Computer Related  
DH 04-81 (01-99) Excl. - Year 2000 Computer-Related  
DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 20-02 (07-99) Commercial Building Owners Policy

#### DECLARED VALUES (Premium Basis)

Structures \$654,000

LOCATION PREMIUM: \$2,017

### LIMITS TABLE

#### COMMERCIAL BUILDING OWNERS POLICY

##### SECTION II - Business Liability

Business Liability: Per Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$3,000,000

Premises Medical Payments Limit - Each Person:	\$ 1,000
Each Accident:	\$25,000

By: Pasadena Extend Term of 2420104

# 5

Policy No.  
2420104



Policy No.  
2420104

DEANS AND HOMER, Insurance Managing Underwriters, 340 Pine Street, San Francisco 94104

**INSURED:**

Claudette A. Earl  
PRVY-Controlled/Privacy  
PRVY-Controlled/Privacy

**PRODUCER(10305)**

Menn, Van Kuik & Walker  
1545 Wilshire Boulevard  
Los Angeles, CA 90017-4501

THIS DOCUMENT AND ALL ATTACHMENTS  
CONSTITUTE YOUR POLICY

GREENWICH INSURANCE  
COMPANY

Richard D. Morgan

PRESIDENT

THIS POLICY IS NOT VALID UNLESS COUNTERSIGNED  
BELOW BY THE DULY AUTHORIZED AGENT OF THE COMPANY

COUNTERSIGNED BY \_\_\_\_\_  
Agent Date

Theresa M. Morgan

SECRETARY

Policy No.  
2420104



Policy No.  
2420104

Policy Period  
From: 9/25/2002 DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
To: 9/25/2003 340 Pine Street, San Francisco, CA 94104  
At 12:01 A.M.  
Standard Time

## Renewal Certificate

**INSURED:**

Claudette A. Earl  
PRVY-Controlled/Privacy  
PRVY-Controlled/Privacy

**PRODUCER(10305)**

Menn, Van Kuik & Walker  
1545 Wilshire Boulevard  
Los Angeles, CA 90017-4501

**TERM PREMIUM:** \$2,948.00

**LOCATION #1**  
11876 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

### COMMERCIAL BUILDING OWNERS POLICY

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures	\$324,000
Rents	\$65,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit	See Limits Table
Annual Aggregate Limit	See Limits Table
Non-owned Auto Liability	NOT COVERED
Premises Medical Payments Limit - Each Person:	See Limits Table
Each Accident:	See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$5,000

**FORMS**

DH 04-80 (01-99) Excl. of Certain Computer Related  
DH 04-81 (01-99) Excl. - Year 2000 Computer-Related  
DH 04-82 (07-99) Earthquake Sprinkler Leakage Cov.  
DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$270,000

LOCATION PREMIUM: \$931

**LOCATION #2**

11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

**COMMERCIAL BUILDING OWNERS POLICY****COVERAGE****LIMITS OF INSURANCE****SECTION I - Business Property and Rents**

Structures  
Rents

\$785,000  
\$157,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

See Limits Table

See Limits Table

NOT COVERED

Non-owned Auto Liability

Premises Medical Payments Limit - Each Person:  
Each Accident:

See Limits Table

See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$1,000

**FORMS**

DH 04-80 (01-99) Excl. of Certain Computer Related  
DH 04-81 (01-99) Excl. - Year 2000 Computer-Related  
DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$654,000

LOCATION PREMIUM: \$2,017

**LIMITS TABLE****COMMERCIAL BUILDING OWNERS POLICY****SECTION II - Business Liability**

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

\$1,000,000

\$3,000,000

Premises Medical Payments Limit - Each Person:  
Each Accident:

\$ 1,000

\$25,000

By: Pasadena Extend Term of 2420104

# 6





Policy No.  
2420104

Policy No.  
2420104

DEANS AND HOMER, Insurance Managing Underwriters, 340 Pine Street, San Francisco 94104

**INSURED:**

Claudette A. Earl  
PRVY-Controlled/Privacy

**PRODUCER (10305)**

Menn, Van Kuik & Walker  
1545 Wilshire Boulevard  
Los Angeles, CA 90017-4501

THIS DOCUMENT AND ALL ATTACHMENTS  
CONSTITUTE YOUR POLICY

GREENWICH INSURANCE  
COMPANY

THIS POLICY IS NOT VALID UNLESS COUNTERSIGNED  
BELOW BY THE DULY AUTHORIZED AGENT OF THE COMPANY

*Nicholas M. Brown, Jr.*

PRESIDENT

COUNTERSIGNED BY \_\_\_\_\_  
Agent Date

*Theresa M. Morgan*

SECRETARY

Policy No.  
2420104



GREENWICH INSURANCE COMPANY

GREENWICH, CONNECTICUT

Policy No.  
2420104

Policy Period  
From: 9/25/2003  
To: 9/25/2004  
At 12:01 A.M.  
Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
340 Pine Street, San Francisco, CA 94104

## Renewal Certificate

INSURED:

Claudette A. Earl  
PRVY-Controlled/Privacy

PRODUCER(10305)  
Menn, Van Kuik & Walker  
1545 Wilshire Blvd.  
Suite 500  
Los Angeles, CA 90017-4501

TERM PREMIUM:  
State Surcharge  
TOTAL .....

\$3,006.00  
\$60.12  
\$3,066.12 ~~8/28/05~~  
8/15/03

LOCATION #1  
11876 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

### COMMERCIAL BUILDING OWNERS POLICY

#### COVERAGE

#### LIMITS OF INSURANCE

SECTION I - Business Property and Rents  
Structures  
Rents

\$330,000  
\$66,000

SECTION II - Business Liability

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

See Limits Table  
See Limits Table  
NOT COVERED

Non-owned Auto Liability

Premises Medical Payments Limit - Each Person:  
Each Accident:

See Limits Table  
See Limits Table

#### DEDUCTIBLE

Deductible Amount: \$5,000

#### FORMS

DH 04-80 (01-99) Excl. of Certain Computer Related  
DH 04-81 (01-99) Excl. - Year 2000 Computer-Related  
DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-43 (02-03) Limitation on Acts of Terrorism  
DH 05-45 (02-03) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

DECLARED VALUES (Premium Basis)

Structures \$275,000

LOCATION PREMIUM: \$949

LOCATION #2  
 11862 BURKE ST  
 SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

## COMMERCIAL BUILDING OWNERS POLICY

## COVERAGE

## LIMITS OF INSURANCE

## SECTION I - Business Property and Rents

Structures

\$798,000

Rents

\$160,000

## SECTION II - Business Liability

Business Liability: Per Occurrence Limit

See Limits Table

Annual Aggregate Limit

See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:

See Limits Table

Each Accident:

See Limits Table

## DEDUCTIBLE

Deductible Amount: \$1,000

## FORMS

DH 04-80 (01-80) Excl. of Certain Computer Related  
 DH 04-81 (01-80) Excl. - Year 2000 Computer-Related  
 DH 05-14 (11-99) Amendatory Endorsement  
 DH 05-15 (11-99) Amendatory Endorsement  
 DH 05-43 (02-03) Limitation on Acts of Terrorism  
 DH 05-45 (02-03) Limitation on Acts of Terrorism  
 DH 20-02 (07-99) Commercial Building Owners Policy

## DECLARED VALUES (Premium Basis)

Structures \$665,000

LOCATION PREMIUM: \$2,057

**LIMITS TABLE**

## COMMERCIAL BUILDING OWNERS POLICY

## SECTION II - Business Liability

Business Liability: Per Occurrence Limit

\$1,000,000

Annual Aggregate Limit

\$3,000,000

Premises Medical Payments Limit - Each Person:

\$ 1,000

Each Accident:

\$25,000

Companies writing property and casualty insurance business in this state are required to participate in the state Insurance Guarantee Association. If a company becomes insolvent the state Insurance Guarantee Association settles unpaid claims and assesses each insurance company its fair share.

State law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "State Surcharge" with an amount will be displayed on your premium notice.

By: Pasadena Extend Term of 2420104

# 7

Policy No.  
2420104



Policy No.  
2420104

DEANS AND HOMER, Insurance Managing Underwriters, 340 Pine Street, San Francisco 94104

INSURED:

Claudette A. Earl

PRVY-Controlled/Privacy

PRODUCER (10305)

Menn, Van Kuik & Walker

1545 Wilshire Blvd.

Suite 500

Los Angeles CA 90017-4501

THIS DOCUMENT AND ALL ATTACHMENTS  
CONSTITUTE YOUR POLICY

GREENWICH INSURANCE  
COMPANY

*Nicholas M. Brown, Jr.*

PRESIDENT

*Theresa M. Morgan*

SECRETARY

THIS POLICY IS NOT VALID UNLESS COUNTERSIGNED  
BELOW BY THE DULY AUTHORIZED AGENT OF THE COMPANY

COUNTERSIGNED BY \_\_\_\_\_  
Agent Date

DH-DEC

Policy No.  
2608456



**QBL INSURANCE CORPORATION**  
Philadelphia, Pennsylvania

Policy No.  
2608456

**Policy Period**

From: 9/25/2004

To: 9/25/2005

At 12:01 A.M.

Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
340 Pine Street, San Francisco, CA 94104

**INSURED:**

Claudette A. Earl

PRVY-Controlled/Privacy

**PRODUCER (10305)**

Menn, Van Kuik & Walker

1545 Wilshire Blvd.

Suite 500

Los Angeles, CA 90017-4501

**TERM PREMIUM:**

\$3,113.00

# 73214

8/17/04

**LOCATION #1**

11876 BURKE ST

SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures

\$345,000

Rents

\$69,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit

See Limits Table

Annual Aggregate Limit

See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:

See Limits Table

Each Accident: See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$5,000

**FORMS**

DH 04-80 (01-99) Excl. of Certain Computer Related

DH 04-81 (01-99) Excl. - Year 2000 Computer-Related

DH 05-14 (11-99) Amendatory Endorsement

DH 05-15 (11-99) Amendatory Endorsement

DH 05-43 (02-03) Limitation on Acts of Terrorism

DH 05-45 (02-03) Limitation on Acts of Terrorism

DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$287,000

LOCATION PREMIUM: \$979.00

LOCATION #2  
11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

# COMMERCIAL BUILDING OWNERS POLICY

## COVERAGE

## LIMITS OF INSURANCE

### SECTION I - Business Property and Rents

Structures  
Rents

\$833,000  
\$167,000

### SECTION II - Business Liability

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

See Limits Table  
See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:

See Limits Table

Each Accident:

See Limits Table

## DEDUCTIBLE

Deductible Amount: \$1,000

## FORMS

DH 04-80 (01-99) Excl. of Certain Computer Related  
DH 04-81 (01-99) Excl. - Year 2000 Computer-Related  
DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-43 (02-03) Limitation on Acts of Terrorism  
DH 05-45 (02-03) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

## DECLARED VALUES (Premium Basis)

Structures \$694,000

LOCATION PREMIUM: \$2,134.00

## LIMITS TABLE

# COMMERCIAL BUILDING OWNERS POLICY

### SECTION II - Business Liability

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

\$1,000,000  
\$3,000,000

Premises Medical Payments Limit - Each Person:

\$ 1,000

Each Accident:

\$25,000

By: Pasadena

# 1



Policy No.  
2608456



**QBE INSURANCE CORPORATION**  
Philadelphia, Pennsylvania

Policy No.  
2608456

DEANS AND HOMER, Insurance Managing Underwriters, 340 Pine Street, San Francisco 94104

**INSURED:**

Claudette A. Earl  
PRVY-Controlled/Privacy  
PRVY-Controlled/Privacy

**PRODUCER (10305)**

Menn, Van Kuik & Walker  
1545 Wilshire Blvd.  
Suite 500  
Los Angeles, CA 90017-4501

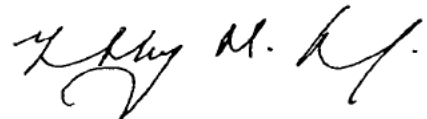
THIS DOCUMENT AND ALL ATTACHMENTS  
CONSTITUTE YOUR POLICY

THIS POLICY IS NOT VALID UNLESS COUNTERSIGNED  
BELOW BY THE DULY AUTHORIZED AGENT OF THE COMPANY

COUNTERSIGNED BY  
DH-DEC

  
Winnifred Homer-Smith  
Agent Date

**QBE INSURANCE  
CORPORATION**



PRESIDENT

  
CORPORATE SECRETARY

Policy No.  
2608456



**QBE INSURANCE CORPORATION**  
Philadelphia, Pennsylvania

Policy No.  
2608456

Policy Period  
From: 9/25/2005  
To: 9/25/2006  
At 12:01 A.M.  
Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
340 Pine Street, San Francisco, CA 94104

## Renewal Certificate

### INSURED:

Claudette A. Earl  
PRVY-Controlled/Privacy

### PRODUCER(10305)

Menn, Van Kuik & Walker  
1545 Wilshire Blvd.  
Suite 500  
Los Angeles, CA 90017-4501  
|||

### TERM PREMIUM:

\$3,356.00

# 73598  
8/11/05

### LOCATION #1

11876 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

### COMMERCIAL BUILDING OWNERS POLICY

#### COVERAGE

#### LIMITS OF INSURANCE

#### SECTION I - Business Property and Rents

Structures  
Rents

\$377,000  
\$76,000

#### SECTION II - Business Liability

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit  
Non-owned Auto Liability  
Premises Medical Payments Limit - Each Person:  
Each Accident:

See Limits Table  
See Limits Table  
NOT COVERED  
See Limits Table  
See Limits Table

#### DEDUCTIBLE

Deductible Amount: \$5,000

#### FORMS

DH 04-80 (01-99) Excl. of Certain Computer Related  
DH 04-81 (01-99) Excl. - Year 2000 Computer-Related  
DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-43 (02-03) Limitation on Acts of Terrorism  
DH 05-45 (02-03) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

#### DECLARED VALUES (Premium Basis)

Structures \$314,000

LOCATION PREMIUM: \$1,048.00

LOCATION #2  
11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures	\$910,000
Rents	\$182,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit	See Limits Table
Annual Aggregate Limit	See Limits Table
Non-owned Auto Liability	NOT COVERED
Premises Medical Payments Limit - Each Person:	See Limits Table
Each Accident:	See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$1,000

**FORMS**

DH 04-80 (01-99) Excl. of Certain Computer Related  
DH 04-81 (01-99) Excl. - Year 2000 Computer-Related  
DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-43 (02-03) Limitation on Acts of Terrorism  
DH 05-45 (02-03) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$758,000

LOCATION PREMIUM: \$2,308.00

**LIMITS TABLE**

**COMMERCIAL BUILDING OWNERS POLICY**

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$3,000,000
Premises Medical Payments Limit - Each Person:	\$ 1,000
Each Accident:	\$25,000

By: Pasadena Extend Term of 2608456

# 3

Policy No.  
2608456



**QBE INSURANCE CORPORATION** Policy No.  
Philadelphia, Pennsylvania 2608456

DEANS AND HOMER, Insurance Managing Underwriters, 340 Pine Street, San Francisco 94104

**INSURED:**

Claudette A. Earl

PRVY-Controlled/Privacy

**PRODUCER (10305)**

Menn, Van Kuik & Walker

1545 Wilshire Blvd.

Suite 500

Los Angeles, CA 90017-4501



THIS DOCUMENT AND ALL ATTACHMENTS  
CONSTITUTE YOUR POLICY

DEANS & HOMER

BY:

Winnifred Homer-Smith

DH-DEC

**QBE INSURANCE  
CORPORATION**

PRESIDENT

CORPORATE SECRETARY

Policy No.  
2608456



**QBE INSURANCE CORPORATION**  
Philadelphia, Pennsylvania

Policy No.  
2608456

**Policy Period**

From: 9/25/2006

To: 9/25/2007

At 12:01 A.M.

Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
340 Pine Street, San Francisco, CA 94104

**Renewal Certificate**

**INSURED:**

Claudette A. Earl

PRVY-Controlled/Privacy

**PRODUCER(10305)**

Menn, Van Kuik & Walker

915 Wilshire Blvd.

Suite 1770

Los Angeles, CA 90017-3409

|||||

**TERM PREMIUM:**

\$3,458.00 # 24038  
8/11/06

**LOCATION #1**

11876 BURKE ST

SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures

\$390,000

Rents

\$78,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit

See Limits Table

Annual Aggregate Limit

See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:

See Limits Table

Each Accident:

See Limits Table

**DEDUCTIBLE**

Deductible Amount:

\$5,000

**FORMS**

DH 04-80 (01-99) Excl. of Certain Computer Related

DH 04-81 (01-99) Excl. - Year 2000 Computer-Related

DH 05-14 (11-99) Amendatory Endorsement

DH 05-15 (11-99) Amendatory Endorsement

DH 05-43 (02-03) Limitation on Acts of Terrorism

DH 05-45 (02-03) Limitation on Acts of Terrorism

DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$325,000

LOCATION PREMIUM: \$1,075.00

LOCATION #2  
11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

#### COMMERCIAL BUILDING OWNERS POLICY

##### COVERAGE

##### LIMITS OF INSURANCE

###### SECTION I - Business Property and Rents

Structures	\$944,000
Rents	\$189,000

###### SECTION II - Business Liability

Business Liability: Per Occurrence Limit	See Limits Table
Annual Aggregate Limit	See Limits Table
Non-owned Auto Liability	NOT COVERED
Premises Medical Payments Limit - Each Person:	See Limits Table
Each Accident:	See Limits Table

##### DEDUCTIBLE

Deductible Amount: \$1,000

##### FORMS

DH 04-80 (01-99) Excl. of Certain Computer Related  
DH 04-81 (01-99) Excl. - Year 2000 Computer-Related  
DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-43 (02-03) Limitation on Acts of Terrorism  
DH 05-45 (02-03) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

##### DECLARED VALUES (Premium Basis)

Structures \$786,000

LOCATION PREMIUM: \$2,383.00

#### LIMITS TABLE

#### COMMERCIAL BUILDING OWNERS POLICY

###### SECTION II - Business Liability

Business Liability: Per Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$3,000,000
Premises Medical Payments Limit - Each Person:	\$ 1,000
Each Accident:	\$25,000

By: Pasadena Extend Term of 2608456

# 5





Policy No.  
2608456

**INSURED:**

PRODUCER (10305)

Menn, Van Kuik & Walker  
915 Wilshire Blvd.  
Suite 1770  
Los Angeles, CA 90017-3409

**QBE INSURANCE  
CORPORATION**

Y. H. H. H.

PRESIDENT

## DEANS & HOMER

Pro T. 45

CORPORATE SECRETARY

BY:

Winnifred Homer-Smith

DH-DEC

Policy No.  
2608456



# QBE INSURANCE CORPORATION

Philadelphia, Pennsylvania

Policy No.  
2608456

## Policy Period

From: 9/25/2007

To: 9/25/2008

At 12:01 A.M.

Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
340 Pine Street, San Francisco, CA 94104

## Renewal Certificate

### INSURED:

Claudette A. Earl

PRVY-Controlled/Privacy

### PRODUCER(10305)

Menn, Van Kuik & Walker

915 Wilshire Blvd.

Suite 1770

Los Angeles, CA 90017-3409

|||||

### TERM PREMIUM:

\$3,713.00

#74419  
8/9/07

### LOCATION #1

11876 BURKE ST

SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

## COMMERCIAL BUILDING OWNERS POLICY

### COVERAGE

### LIMITS OF INSURANCE

#### SECTION I - Business Property and Rents

Structures

\$424,000

Rents

\$85,000

#### SECTION II - Business Liability

Business Liability: Per Occurrence Limit

See Limits Table

Annual Aggregate Limit

See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:

See Limits Table

Each Accident: See Limits Table

### DEDUCTIBLE

Deductible Amount: \$5,000

### FORMS

DH 05-14 (11-99) Amendatory Endorsement

DH 05-15 (11-99) Amendatory Endorsement

DH 05-43 (02-03) Limitation on Acts of Terrorism

DH 05-45 (02-03) Limitation on Acts of Terrorism

DH 20-02 (07-99) Commercial Building Owners Policy

### DECLARED VALUES (Premium Basis)

Structures \$353,000

LOCATION PREMIUM: \$1,147.00

LOCATION #2  
11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures

\$1,024,000

Rents

\$205,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

See Limits Table

See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:

See Limits Table

Each Accident:

See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$1,000

**FORMS**

DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-43 (02-03) Limitation on Acts of Terrorism  
DH 05-45 (02-03) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$853,000

LOCATION PREMIUM: \$2,566.00

**LIMITS TABLE**

**COMMERCIAL BUILDING OWNERS POLICY**

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

\$1,000,000

\$3,000,000

Premises Medical Payments Limit - Each Person:

\$ 1,000

Each Accident:

\$25,000

By: Pasadena Extend Term of 2608456

# 6

Policy No.  
2608456



**QBE INSURANCE CORPORATION**  
Philadelphia, Pennsylvania

Policy No.  
2608456

DEANS AND HOMER, Insurance Managing Underwriters, 340 Pine Street, San Francisco 94104

**INSURED:**

Claudette A. Earl

PRVY-Controlled/Privacy

**PRODUCER (10305)**

Menn, Van Kuik & Walker

915 Wilshire Blvd.

Suite 1770

Los Angeles, CA 90017-3409



THIS DOCUMENT AND ALL ATTACHMENTS  
CONSTITUTE YOUR POLICY

DEANS & HOMER

**QBE INSURANCE  
CORPORATION**

PRESIDENT

CORPORATE SECRETARY

BY: \_\_\_\_\_

Winnifred Homer-Smith

DH-COVER



Philadelphia, Pennsylvania

Policy Period  
From: 9/25/2008  
To: 9/25/2009  
At 12:01 A.M.  
Standard Time

## Renewal Certificate

Claudette A. Earl  
PRVY-Controlled/Privacy

Menn, Van Kuik & Walker  
915 Wilshire Blvd.  
Suite 1770

**Melvin Bell**

**\$3,775.00**

11876 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

**COMMERCIAL BUILDING OWNERS POLICY**

## LIMITS OF INSURANCE

## Structures

### Rents

\$88,000

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

See Limits Table

NOT COVERED

Premises Medical Payments Limit - Each Person:

See Limits Table

Each Accident: See Limits Table

Deductible Amount: \$5,000

DH 05-14	(11-99)	Amendatory Endorsement
DH 05-15	(11-99)	Amendatory Endorsement
DH 05-43	(02-03)	Limitation on Acts of Terrorism
DH 05-45	(02-03)	Limitation on Acts of Terrorism
DH 20-02	(07-99)	Commercial Building Owners Policy

Structures	\$364,000
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LOCATION PREMIUM: \$1,161.00

LOCATION #2  
11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

### COMMERCIAL BUILDING OWNERS POLICY

#### COVERAGE

#### LIMITS OF INSURANCE

##### SECTION I - Business Property and Rents

Structures	\$1,056,000
Rents	\$212,000

##### SECTION II - Business Liability

Business Liability: Per Occurrence Limit	See Limits Table
Annual Aggregate Limit	See Limits Table
Non-owned Auto Liability	NOT COVERED
Premises Medical Payments Limit - Each Person:	See Limits Table
Each Accident:	See Limits Table

#### DEDUCTIBLE

Deductible Amount: \$1,000

#### FORMS

DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-43 (02-03) Limitation on Acts of Terrorism  
DH 05-45 (02-03) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

#### DECLARED VALUES (Premium Basis)

Structures \$880,000

LOCATION PREMIUM: \$2,614.00

### LIMITS TABLE

#### COMMERCIAL BUILDING OWNERS POLICY

##### SECTION II - Business Liability

Business Liability: Per Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$3,000,000

Premises Medical Payments Limit - Each Person:	\$ 1,000
Each Accident:	\$25,000

By: Pasadena Extend Term of 2608456

# 8

Policy No.  
2608456



**QBE INSURANCE CORPORATION**  
Philadelphia, Pennsylvania

Policy No.  
2608456

DEANS AND HOMER, Insurance Managing Underwriters, 340 Pine Street, San Francisco 94104

**INSURED:**

Claudette A. Earl

PRVY-Controlled/Privacy

**PRODUCER(10305)**

Menn, Van Kuik & Walker

915 Wilshire Blvd.

Suite 1770

Los Angeles, CA 90017-3409



THIS DOCUMENT AND ALL ATTACHMENTS  
CONSTITUTE YOUR POLICY

**QBE INSURANCE  
CORPORATION**

PRESIDENT

CORPORATE SECRETARY

**DEANS & HOMER**

BY: \_\_\_\_\_

Winnifred Homer-Smith

DH-COVER (10-04)

Policy No.  
2608456



**QBE INSURANCE CORPORATION**  
Philadelphia, Pennsylvania  
A Stock Company

Policy No.  
2608456

Policy Period  
From: 9/25/2009  
To: 9/25/2010  
At 12:01 A.M.  
Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
340 Pine Street, San Francisco, CA 94104

## Renewal Certificate

**INSURED:**

Claudette A. Earl  
PRVY-Controlled/Privacy

**PRODUCER(10305)**

Menn, Van Kuik & Walker, Inc.  
915 Wilshire Blvd.  
Suite 1770  
Los Angeles, CA 90017-3484  
|||||

**TERM PREMIUM:**

**\$3,914.00**

**LOCATION #1**

LRO - LT INDUSTRIAL  
11876 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures  
Rents

\$608,000  
\$122,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

See Limits Table  
See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:  
Each Accident:

See Limits Table  
See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$5,000

**FORMS**

DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-51 (04-08) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$506,000



**LOCATION PREMIUM:** \$1,547.00

**LOCATION #2**

LRO - LT INDUSTRIAL  
11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures	\$1,352,000
Rents	\$271,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit	See Limits Table
Annual Aggregate Limit	See Limits Table
Non-owned Auto Liability	NOT COVERED
Premises Medical Payments Limit - Each Person:	See Limits Table
Each Accident:	See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$1,000

**FORMS**

DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-51 (04-08) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$1,126,000

**LOCATION PREMIUM:** \$2,367.00

**LIMITS TABLE****COMMERCIAL BUILDING OWNERS POLICY****SECTION II - Business Liability**

Business Liability:	Per Occurrence Limit	\$1,000,000
	Annual Aggregate Limit	\$3,000,000

Premises Medical Payments Limit - Each Person:	\$ 1,000
Each Accident:	\$25,000

By: Pasadena      Extend Term of    2608456

#      9

Policy No.  
2608456



# QBE INSURANCE CORPORATION

Philadelphia, Pennsylvania  
A Stock Company

Policy No.  
2608456

DEANS AND HOMER, Insurance Managing Underwriters, 340 Pine Street, San Francisco 94104

**INSURED:**

Claudette A. Earl  
PRVY-Controlled/Privacy

**PRODUCER(10305)**

Menn, Van Kuik & Walker, Inc.  
915 Wilshire Blvd.  
Suite 1770  
Los Angeles, CA 90017-3484  
|||||

THIS DOCUMENT AND ALL ATTACHMENTS  
CONSTITUTE YOUR POLICY

DEANS & HOMER

BY: \_\_\_\_\_

Winnifred Homer-Smith

DH-COVER (10-04)

**QBE INSURANCE  
CORPORATION**

*Juan Rivera*

PRESIDENT

*Pro T 11-85*

CORPORATE SECRETARY

Policy No.  
2608456



**QBE INSURANCE CORPORATION**  
Philadelphia, Pennsylvania  
A Stock Company

Policy No.  
2608456

**Policy Period**

From: 9/25/2010  
To: 9/25/2011  
At 12:01 A.M.  
Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
340 Pine Street, San Francisco, CA 94104

**Renewal**

**INSURED:**

Claudette A. Earl  
PRVY-Controlled/Privacy

**PRODUCER (10305)**

Menn, Van Kuik & Walker, Inc.  
915 Wilshire Blvd.  
Suite 1770  
Los Angeles, CA 90017-3484

**TERM PREMIUM:**

\$3,910.00 = 75451  
3130110

**LOCATION #1**

LRO - LT INDUSTRIAL  
11876 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures	\$608,000
Rents	\$122,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit	See Limits Table
Annual Aggregate Limit	See Limits Table
Non-owned Auto Liability	NOT COVERED
Premises Medical Payments Limit - Each Person:	See Limits Table
Each Accident:	See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$5,000

**FORMS**

DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-51 (04-08) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$506,000

LOCATION PREMIUM: \$1,542.00

LOCATION #2

LRO - LT INDUSTRIAL  
11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

COMMERCIAL BUILDING OWNERS POLICY

COVERAGE

LIMITS OF INSURANCE

SECTION I - Business Property and Rents

Structures  
Rents

\$1,352,000  
\$271,000

SECTION II - Business Liability

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

See Limits Table  
See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:  
Each Accident:

See Limits Table  
See Limits Table

DEDUCTIBLE

Deductible Amount: \$1,000

FORMS

DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-51 (04-08) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

DECLARED VALUES (Premium Basis)

Structures \$1,126,000

LOCATION PREMIUM: \$2,368.00

**LIMITS TABLE****COMMERCIAL BUILDING OWNERS POLICY****SECTION II - Business Liability**

Business Liability: Per Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$3,000,000

Premises Medical Payments Limit - Each Person:	\$ 1,000
Each Accident:	\$25,000

By: Encino      Extend Term of    2608456

#    10

**Notice to Policyholders**  
**U.S. Treasury Department's Office of Foreign Assets Control**  
**(OFAC)**

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.**

**THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.**

**PLEASE READ THIS NOTICE CAREFULLY**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

To Our Insureds:

Enclosed with your policy you will find a form called **"Policyholder Disclosure – Notice of Terrorism Insurance Coverage"**. This form will tell you about your right to purchase coverage for losses arising out of certain certified acts of terrorism as defined by a new Federal Law and the premium for that coverage.

**Please be aware that by signing this form and returning it to your agent you will be rejecting this optional coverage.**



**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM**  
**INSURANCE COVERAGE**

Insured: EARL, CLAUDETTE  
Policy: 2608456  
Company: QBE INSURANCE CORPORATION  
Policy Period: 09/25/10 - 09/25/11  
Premium: \$20

Agent:  
Menn, Van Kuik & Walker, Inc.  
915 Wilshire Blvd.  
Suite 1770  
Los Angeles, CA 90017-3484

Coverage for certain certified acts of terrorism is already included in your policy. The portion of your annual premium that is attributable to coverage for acts of terrorism is: (see above), and does not include any charges for the portion of losses covered by the United States government under the Terrorism Risk Insurance Act. Fire losses resulting from an act of terrorism are included in your coverage without additional charge and cannot be rejected.

You are hereby notified that the Terrorism Risk Insurance Act of 2007 amended the definition of an **Act of Terrorism** in Section 102(1)(A) as follows:

"The term **"act of terrorism"** means any act that is certified by the Secretary, in concurrence with the Secretary of State, and the Attorney General of the United States –

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to – (I) human life; (II) property; or (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside the United States in case of – (I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion."

UNDER YOUR COVERAGE, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY THE TERRORISM RISK INSURANCE ACT, AS AMENDED. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES EXCEEDS \$100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**TO DECLINE TO PURCHASE COVERAGE FOR CERTIFIED ACTS OF TERRORISM**

**Sign below and mail this form to your agent at the address shown above.**

I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Policy No.  
2608456



**QBE INSURANCE CORPORATION**  
Philadelphia, Pennsylvania  
A Stock Company

Policy No.  
2608456

DEANS AND HOMER, Insurance Managing Underwriters, 340 Pine Street, San Francisco 94104

**INSURED:**

Claudette A. Earl  
PRVY-Controlled/Privacy

**PRODUCER(10305)**

Menn, Van Kuik & Walker, Inc.  
915 Wilshire Blvd.  
Suite 1770  
Los Angeles, CA 90017-3484

THIS DOCUMENT AND ALL ATTACHMENTS  
CONSTITUTE YOUR POLICY

DEANS & HOMER

BY: \_\_\_\_\_

Winnifred Homer-Smith

DH-COVER (10-04)

**QBE INSURANCE  
CORPORATION**

A handwritten signature in cursive script, likely belonging to Stephen P. Zappala.

PRESIDENT

A handwritten signature in cursive script, likely belonging to Paul T. Mays.

CORPORATE SECRETARY

Policy No.  
2608456



**QBE® INSURANCE CORPORATION**

A Stock Company  
Harrisburg, Pennsylvania

QBE and the links logo are registered service marks of QBE Insurance Group Limited

Policy No.  
2608456  
COPY

**Policy Period**

From: 9/25/2011

To: 9/25/2012

At 12:01 A.M.

Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
340 Pine Street 2<sup>nd</sup> Floor, San Francisco, CA 94104

**Renewal**

**INSURED:**

Claudette A. Earl

PRVY-Controlled/Privacy

**PRODUCER(10305)**

Menn, Van Kuik & Walker, Inc.

915 Wilshire Blvd.

Suite 1770

Los Angeles, CA 90017-3484

**TERM PREMIUM:**

\$3,910.00 # 75822

8/19/11

**LOCATION #1**

LRO - LT INDUSTRIAL

11876 BURKE ST

SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures

\$608,000

Rents

\$122,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit

See Limits Table

Annual Aggregate Limit

See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:

See Limits Table

Each Accident:

See Limits Table

**DEDUCTIBLE**

Deductible Amount:

\$5,000

**FORMS**

DH 05-14 (11-99) Amendatory Endorsement

DH 05-15 (11-99) Amendatory Endorsement

DH 05-51 (04-08) Limitation on Acts of Terrorism

DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures

\$506,000

**LOCATION PREMIUM: \$1,542.00**

**LOCATION #2**

LRO - LT INDUSTRIAL  
11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures  
Rents

\$1,352,000  
\$271,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

See Limits Table  
See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:  
Each Accident:

See Limits Table  
See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$1,000

**FORMS**

DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-51 (04-08) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$1,126,000

**LOCATION PREMIUM: \$2,368.00**

**LIMITS TABLE****COMMERCIAL BUILDING OWNERS POLICY****SECTION II - Business Liability**

Business Liability: Per Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$3,000,000

Premises Medical Payments Limit - Each Person:	\$ 1,000
Each Accident:	\$25,000

By: Encino      Extend Term of    2608456

#    15

Policy No.  
2608456



**QBE® INSURANCE CORPORATION**

A Stock Company

Harrisburg, Pennsylvania

QBE and the links logo are registered service marks of QBE Insurance Group Limited

Policy No.  
2608456

DEANS AND HOMER, Insurance Managing Underwriters, 340 Pine Street, San Francisco 94104

**INSURED:**

Claudette A. Earl

PRVY-Controlled/Privacy  
PRVY-Controlled/Privacy

**PRODUCER(10305)**

Menn, Van Kuik & Walker, Inc.  
915 Wilshire Blvd.  
Suite 1770  
Los Angeles, CA 90017-3484

THIS DOCUMENT AND ALL ATTACHMENTS  
CONSTITUTE YOUR POLICY

**QBE INSURANCE CORPORATION**

88 Pine Street, 16<sup>th</sup> Fl, Wall Str. Plaza,  
New York, NY 10005-1846

DEANS & HOMER

BY: \_\_\_\_\_

Winnifred Homer-Smith

DH-COVER (10-04)

PRESIDENT

CORPORATE SECRETARY

Policy No.  
2608456



**QBE® INSURANCE CORPORATION**

A Stock Company  
Harrisburg, Pennsylvania

QBE and the links logo are registered service marks of QBE Insurance Group Limited

Policy No.  
2608456  
REPRINT

**Policy Period**

From: 9/25/2012

To: 9/25/2013

At 12:01 A.M.

Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
340 Pine Street 2<sup>nd</sup> Floor, San Francisco, CA 94104

**Endorsement**

**INSURED:**

Claudette A. Earl

PRVY-Controlled/Privacy

**PRODUCER Tel: (213) 483-0152**

Menn, Van Kuik & Walker, Inc.

915 Wilshire Blvd.

Suite 1770

Los Angeles, CA 90017-3484

**EFFECTIVE DATE: 09/26/12**

**REVISED TERM PREMIUM:**

**\$3,910.00**

**AGENT SIGNATURE:**

By: Encino (#21)

A handwritten signature in black ink, appearing to be 'Encino', written over a horizontal line.

Policy No.  
2608456



# QBE® INSURANCE CORPORATION

A Stock Company  
Harrisburg, Pennsylvania

QBE and the links logo are registered service marks of QBE Insurance Group Limited

Policy No.  
2608456  
REPRINT

## Policy Period

From: 9/25/2012  
To: 9/25/2013  
At 12:01 A.M.  
Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
340 Pine Street 2<sup>nd</sup> Floor, San Francisco, CA 94104

## Renewal

### INSURED:

Claudette A. Earl  
PRVY-Controlled/Privacy

PRODUCER Tel: (213) 483-0152  
Menn, Van Kuik & Walker, Inc.  
915 Wilshire Blvd.  
Suite 1770  
Los Angeles, CA 90017-3484

### TERM PREMIUM:

\$4,039.00 # 76094  
9/10/12

### LOCATION #1

LRO - LT INDUSTRIAL  
11876 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

## COMMERCIAL BUILDING OWNERS POLICY

### COVERAGE

#### SECTION I - Business Property and Rents

Structures  
Rents

\$630,000  
\$126,000

#### SECTION II - Business Liability

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

See Limits Table  
See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:

See Limits Table

Each Accident:

See Limits Table

### DEDUCTIBLE

Deductible Amount: \$5,000

### FORMS

DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-51 (08-09) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

### DECLARED VALUES (Premium Basis)

Structures \$525,000



**LOCATION PREMIUM: \$1,591.00**

**LOCATION #2**

LRO - LT INDUSTRIAL  
11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures  
Rents

\$1,402,000  
\$281,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

See Limits Table  
See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:

See Limits Table

Each Accident:

See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$1,000

**FORMS**

DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-51 (08-09) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$1,168,000

**LOCATION PREMIUM: \$2,448.00**

**LIMITS TABLE****COMMERCIAL BUILDING OWNERS POLICY****SECTION II - Business Liability**

Business Liability: Per Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$3,000,000

Premises Medical Payments Limit - Each Person:	\$ 1,000
Each Accident:	\$25,000

By: Encino Extend Term of 2608456 (#16)

Policy No.  
2608456



**QBE® INSURANCE CORPORATION**

**A Stock Company**

**Harrisburg, Pennsylvania**

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Policy No.  
2608456

DEANS AND HOMER, Insurance Managing Underwriters, 340 Pine Street, San Francisco 94104

**INSURED:**

Claudette A. Earl

PRVY-Controlled/Privacy

**PRODUCER Tel: (213) 483-0152**

Menn, Van Kuik & Walker, Inc.

915 Wilshire Blvd.

Suite 1770

Los Angeles, CA 90017-3484

**THIS DOCUMENT AND ALL ATTACHMENTS  
CONSTITUTE YOUR POLICY**

**QBE INSURANCE CORPORATION**  
88 Pine Street, 16<sup>th</sup> Fl, Wall Str. Plaza,  
New York, NY 10005-1846

A handwritten signature in black ink, appearing to read 'John Rumpler'.

John Rumpler, President & CEO

**DEANS & HOMER**

BY: \_\_\_\_\_

Winnifred Homer-Smith

DH-COVER (10-04)

A handwritten signature in black ink, appearing to read 'Pro T 11-25'.

CORPORATE SECRETARY

Policy No.  
2608456



**QBE® INSURANCE CORPORATION**

A Stock Company  
Harrisburg, Pennsylvania

QBE and the links logo are registered service marks of QBE Insurance Group Limited

Policy No.  
2608456  
REPRINT

**Policy Period**

From: 9/25/2013

To: 9/25/2014

At 12:01 A.M.

Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER  
340 Pine Street 2<sup>nd</sup> Floor, San Francisco, CA 94104

**Renewal**

**INSURED:**

Claudette A. Earl

PRVY-Controlled/Privacy

**PRODUCER Tel: (213) 483-0152**

Menn, Van Kuik & Walker, Inc.

915 Wilshire Blvd.

Suite 1770

Los Angeles, CA 90017-3484

**TERM PREMIUM:**

**\$4,000.00**

**LOCATION #1**

LRO - LT INDUSTRIAL

11876 BURKE ST

SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #1

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures

\$696,000

Rents

\$140,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit  
Annual Aggregate Limit

See Limits Table

See Limits Table

Non-owned Auto Liability

NOT COVERED

Premises Medical Payments Limit - Each Person:

See Limits Table

Each Accident:

See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$5,000

**FORMS**

DH 05-14 (11-99) Amendatory Endorsement

DH 05-15 (11-99) Amendatory Endorsement

DH 05-51 (08-09) Limitation on Acts of Terrorism

DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$580,000

**LOCATION PREMIUM:** **\$1,487.00**

**LOCATION #2**

LRO - LT INDUSTRIAL  
11862 BURKE ST  
SANTA FE SPRINGS, CA 90670-2536

Coverage and conditions applicable to location #2

**COMMERCIAL BUILDING OWNERS POLICY**

**COVERAGE**

**LIMITS OF INSURANCE**

**SECTION I - Business Property and Rents**

Structures	\$1,577,000
Rents	\$316,000

**SECTION II - Business Liability**

Business Liability: Per Occurrence Limit	See Limits Table
Annual Aggregate Limit	See Limits Table
Non-owned Auto Liability	NOT COVERED
Premises Medical Payments Limit - Each Person:	See Limits Table
Each Accident:	See Limits Table

**DEDUCTIBLE**

Deductible Amount: \$1,000

**FORMS**

DH 05-14 (11-99) Amendatory Endorsement  
DH 05-15 (11-99) Amendatory Endorsement  
DH 05-51 (08-09) Limitation on Acts of Terrorism  
DH 20-02 (07-99) Commercial Building Owners Policy

**DECLARED VALUES (Premium Basis)**

Structures \$1,314,000

**LOCATION PREMIUM:** **\$2,513.00**

**LIMITS TABLE****COMMERCIAL BUILDING OWNERS POLICY****SECTION II - Business Liability**

Business Liability: Per Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$3,000,000

Premises Medical Payments Limit - Each Person:	\$ 1,000
Each Accident:	\$25,000

By: Encino Extend Term of 2608456 (#23)

Policy No.  
2608456



**QBE® INSURANCE CORPORATION**

A Stock Company

Harrisburg, Pennsylvania

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Policy No.  
2608456

DEANS AND HOMER, Insurance Managing Underwriters, 340 Pine Street, San Francisco 94104

**INSURED:**

Claudette A. Earl

PRVY-Controlled/Privacy

PRVY-Controlled/Privacy

PRODUCER Tel: (213) 483-0152

Menn, Van Kuik & Walker, Inc.

915 Wilshire Blvd.

Suite 1770

Los Angeles, CA 90017-3484

THIS DOCUMENT AND ALL ATTACHMENTS  
CONSTITUTE YOUR POLICY

**QBE INSURANCE CORPORATION**

88 Pine Street, 16<sup>th</sup> Fl, Wall Str. Plaza,  
New York, NY 10005-1846

A handwritten signature in black ink, appearing to read 'David B. Duclos'.

David B. Duclos, President

DEANS & HOMER

BY: \_\_\_\_\_

Winifred Homer-Smith

DH-COVER (10-04)

A handwritten signature in black ink, appearing to read 'Peter T. Maloney'.

Peter T. Maloney, Secretary